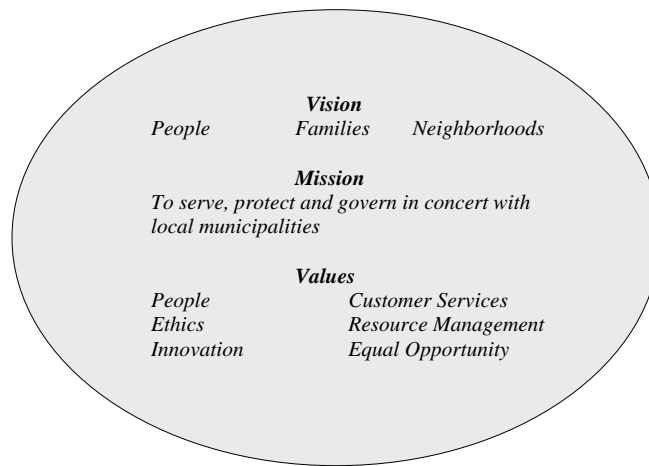




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 06RFP48559K-DJ**

**CONSTRUCTION MANAGEMENT AND
ENGINEERING SERVICES**

**For
DEPARTMENT OF PUBLIC WORKS
WATER SERVICES DIVISION**

RFP DUE TIME AND DATE: 11:00 A.M. Monday, March 27, 2006

PURCHASING CONTACT: Donna Jenkins at (404) 730-4213

E-MAIL: Donna.Jenkins@co.fulton.ga.us

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

**REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

SECTION I. INTRODUCTION.....	
1.1 OVERVIEW OR PURPOSE.....	4
1.2 DESCRIPTION OF THE PROJECT	4
1.3 PURCHASING THE RFP.....	5
1.4 PRE-PROPOSAL CONFERENCE	5
1.5 PROPOSAL DUE DATE.....	5
1.6 DELIVERY REQUIREMENTS	6
1.7 CONTACT PERSON AND INQUIRIES	6
SECTION II. INSTRUCTIONS TO PROPOSERS.....	
2.1 PROCUREMENT PROCESS	7
2.2 CONTRACT DEFINITIONS	7
2.3 NO CONTACT DURING PROCUREMENT PROCESS.....	11
2.4 CLARIFICATION & ADDENDA.....	12
2.5 TERM OF CONTRACT	13
2.6 REQUIRED SUBMITTALS	13
2.7 PROPOSAL EVALUATION	14
2.8 DISQUALIFICATION OF PROPOSERS	14
2.9 RESERVED RIGHTS.....	14
2.10 APPLICABLE LAWS.....	14
2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS.....	15
2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS.....	15
2.13 ACCURACY OF RFP AND RELATED DOCUMENTS	17
2.14 RESPONSIBILITY OF PROPOSER.....	17
2.15 CONFIDENTIAL INFORMATION	17
2.16 COUNTY RIGHTS AND OPTIONS	18
2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS	19
2.18 TERMINATION OF NEGOTIATIONS.....	20
2.19 WAGE CLAUSE.....	20
2.20 FULTON COUNTY PURCHASING DEPARTMENT REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS.....	21
SECTION III. PROPOSAL REQUIREMENTS	
3.1 SUBMISSION REQUIREMENTS	27
3.1.1 Proposal Submission Date and Submittal Format.....	27
3.1.2 Number of Copies	28

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

**REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

3.2	OVERVIEW OF PROPOSAL REQUIREMENTS	28
3.3	SCOPE OF WORK	28
3.4	TECHNICAL PROPOSAL FORMAT AND CONTENT	43
3.5	COST PROPOSAL FORMAT AND CONTENT	52
SECTION IV. EVALUATION CRITERIA		
4.1	PROPOSAL EVALUATION – SELECTION CRITERIA.....	54
SECTION V. PROPOSAL FORMS		
5.1	INTRODUCTION.....	56
5.2	PROCUREMENT AFFIDAVIT FORMS DESCRIPTION	57
	5.2.1 Certification Regarding Debarment	57
	5.2.2 Non-Collusion Affidavit	57
	5.2.3 Certificate of Acceptance of Request for Proposal Requirements	57
	5.2.4. Contractor or Proposer's Disclosure Form and Questionnaire	66
SECTION VI. CONTRACT COMPLIANCE REQUIREMENTS.....		
6.1	NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS	69
	EXHIBIT A – PROMISE OF NON-DISCRIMINATION.....	72
	EXHIBIT B – EMPLOYMENT REPORT	73
	EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION.....	74
	EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES.....	78
	EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES	79
	EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT	80
	EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT	84
SECTION VII. INSURANCE AND RISK MANAGEMENT PROVISIONS		
SECTION VIII. SAMPLE CONTRACT.....		
SECTION IX. EXHIBITS		

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

**SECTION 1
INTRODUCTION**

1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia ("County") is soliciting qualified firms to provide construction management and engineering services for the Public Works Department Water Services Division's Capital Program and other Water Services Division's related functions and projects.

1.2 DESCRIPTION OF THE PROJECT

The County's Request for Proposals (RFP) is for water, wastewater, reuse and other projects related to Water Services' area of responsibility and managed by the Department of Public Works, Water Services Division.

The proposed Construction Management and Engineering Services are for the construction services related to Water Services Division's Capital Improvement Program. The selected Construction Management and Engineering Services firm will provide professional, technical, administrative and other skilled personnel, and/or engage appropriate services as needed to perform requested activities related to water, sewer, wastewater, water reuse, stormwater and other Water Services related functions and projects, in an economical manner consistent with the best interest of the County. The responsibilities are to include: construction management of projects; developing request for proposals for projects; design review; biddability and constructability review; performing value engineering; developing construction cost estimates and construction schedule for projects; providing bid assistance; periodic design and design review assistance to the WSD on projects where scheduling or size makes normal procurement infeasible. These projects may include small water, sewer and minor modifications and improvements of water reclamation facilities and pump stations; assisting and supporting of the County in comprehensive management of the CIP projects; execution of Management Information System ("MIS") for Water Services Division; developing water, wastewater and reuse standards; cost forecasting, coordination of public information and equal business opportunity (EBO) outreach program. Projects identified in the program may be reassigned or removed from this program at the County's sole discretion.

Fulton County proposes to engage a FIRM for the duration of up to five years (5 years) beginning and extending to July 1, 2011, with each year subject to renewal. The first year will begin June 15, 2006 to allow for a two-week transition period from the current Program Manager. The selected FIRM's staff and sub-consultants will report to and work directly with the management and

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

staff of the Water Services Division, Fulton County Public Works Department.

The services will include a transition phase to transfer project responsibility from the County's current Program and Construction Management contract to a new Construction Management Services contract for Water Services Division. The contract award resulting from this Request for Proposals will provide for the uninterrupted transition and continuation of program and construction management services that the County currently has under contract. The current contract expires June 30, 2006. The County's primary goal for Construction Management services is to achieve the successful and timely execution of the Fulton County Water and Wastewater Program, within authorized budget controls.

1.3 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, February 23, 2006 at 1:00 P. M.**, in Purchasing Department's Bid Room, located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303. Attendance at the Pre-Proposal Conference is not mandatory for those responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-proposal Conference is to provide information regarding the services and to address any questions and concerns regarding the services sought by the County through this RFP.

1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, March 27, 2006 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

1.6 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Donna Jenkins, Assistant Purchasing Agent, 130 Peachtree Street, Suite 1168, Atlanta, GA 30303-3459, by fax (404) 335-5807 or e-mail Donna.Jenkins@co.fulton.ga.us not less than seven days before proposals are due. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.8 PROHIBITIONS ON THIS SOLICITATION

FIRMS (including all consultants and sub-consultants) that provide services to the Fulton County Department of Public Works Transportation Division, as part of that Division's Program Management and Construction Management contract, are not eligible to propose on this solicitation.

1.9 PROHIBITION ON FUTURE CONTRACTS

The proposing team (including all consultants and sub-consultants) awarded this contract will not be eligible to perform any other services or be awarded any other contracts for projects within the Public Works Water Services Division.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

**SECTION 2
INSTRUCTIONS TO PROPOSERS**

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Approve - Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the FIRM or other Contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Engineer - The Engineer is the person or entity identified as such herein. The term "Engineer" means the Engineer or the Engineer's authorized representative. In the event that design and engineering services are provided for the Work of a contract by more than one prime entity under contract with the County, the term "Engineer" as used in this Agreement shall apply to the entity concerning that portion of the Work for which such entity provided design and engineering services to the County.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Bid - A complete and properly signed document whereby a Bidder proposes to perform the Work or designated portion thereof for the sums stipulated therein, supported by all data called for by the bidding requirements and documents.

Bidder - Any individual, company, corporation, partnership, or joint venture that submits a bid for the Work required as distinct from a sub-bidder who submits a bid to a prime bid.

Bidding Documents - Bidding Documents include the Invitation for Bids, which is comprised of the Bid Manual (including Instructions to Bidders, the Bid Form, and other bidding information), the Project Manual (including the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information) and the Drawings which are bound separately and listed in a List of Drawings included in the Project Manual; and (2) any Addenda to the Invitation for Bids issued prior to receipt of bids.

Change Order - A change order is a written order from Fulton County to a contractor directing or approving a change, within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance, or terms and conditions of the contract. A change is within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents. The procedures and processes for Change Orders shall be in compliance with Fulton County Change Order Policy 800-6. Change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.

Contractor - The Contractor is the prime entity that provides construction services including labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, furnishings, equipment and other facilities and services for execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work. The term "Contractor" shall be taken to include the Contractor's subcontractors, sub-subcontractors, and other entities providing materials, labor and construction for execution of the Work.

Construction Cost - The total cost or estimated cost of all elements of the Project designed or specified by the Engineer or County.

Contract Documents - Consist of the Bidding Documents and all modifications

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

issued after award of the Contract. A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager, or (4) a written order for a minor change in the Work issued by the Construction Manager. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a modification. The Contract Documents shall not be construed to create any contractual relationship of any kind between any persons or entities other than the County, including the Program Manager and Construction Manager, and the Contractor.

Construction Manager - The person or entity identified as such herein. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

Construction Management Team – The team that is proposed by the proposer to manage the program in accordance with the scope of work defined in this RFP.

County - The person or entity identified as such herein. The term "County" means the County or the County's authorized representative. The terms "County" and "County" may be used interchangeably in the Contract Documents.

Day - The term "day" as used in the Agreement shall mean "calendar day" unless specifically designated otherwise.

Directed, Required, Acceptable - When these words refer to work or its performance, "directed", "required", "requested", "authorized", "selected", "permitted", "ordered", "designated", "prescribed", and words of like implication, mean "by direction of", the County. Likewise, "acceptable", "satisfactory", "in the judgment of", and words of like import, mean "recommended by", "acceptable to", "satisfactory to", or "in the sole judgment of" the County.

Final Completion - The Date of Final Completion of the Work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including rectification of all punch list items, and when all record documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

FIRM – The team that is proposed by the proposer to provide all construction management functions necessary to oversee and execute the program in accordance with the scope of work defined in this RFP.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

Notice of Award - This notice is provided by the County to the apparent successful Proposer or Bidder, and indicates that it is the County's intent to award the Contract to that Proposer or Bidder, contingent upon the execution of the Agreement and submission of other necessary documents as specified in the Proposal or Bidding Documents, and contingent upon the County's subsequent acceptance of same and formal approval of the Contract by the Fulton County Board of Commissioners.

Notice to Proceed - This notice is provided by the County after the County has accepted and approved the executed Agreement and other documents as required by and specified in the Proposal or Bidding Documents.

County-Controlled Insurance Program” (“OCIP”) - A Fulton County insurance program and delivery method that assures the Contractor, all subcontractors of any tier, and other entities or interests as the County may designate with respect to the Project are insured for certain proscribed Statutory Workers' Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project.

Plans or Drawings - All drawings, sketches or reproduction of drawings pertaining to required Work.

Project - The Project is the total construction of which the Work performed under a construction or design/build contract, as described in the Contract Documents or as required by any law, ordinance, code or standard, may be a part.

Project Manual - The Project Manual includes the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information, all contained in one or more volumes. Provide: As a directive, "provide," means, "furnish and/or install completely."

Specifications - Descriptions, provisions and requirements, pertaining to method and manner of performing work, or the quantities and qualities of materials to be furnished under the terms of a Contract.

Substantial Completion - The Date of Substantial Completion of a project or designated portion thereof is the date certified by the Engineer and the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the County or the County's separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended and accepted and signed by the County. A letter is

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

required to achieve Substantial Completion, as well as submission of complete and final project record documents to the Construction Manager for review, including record drawings, operation and maintenance manuals, warranties and other submittal requirements.

Time - Unless otherwise provided, the Contact Time is the period of time allotted in the Agreement from issuance of a Notice to Proceed, including authorized adjustments thereto. The date of commencement of the Work is the date established in the Notice to Proceed.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person,

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Monday, March 20, 2006 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing
Attn: Donna Jenkins, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Donna.Jenkins@co.fulton.ga.us
P: 404-730-4213
F: 404-335-5807**

RE: 06RFP48559K-DJ Construction Management and Engineering Services

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with four (4), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the Department of Public Works and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the services contract` must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP and as follows:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY** (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
(Aggregate)	BYDISEASE - EACH EMPLOYEE	\$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. **ELECTRONIC DATA PROCESSING LIABILITY**
(Required if computer contractor) Limits - \$1,000,000

5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

(Required if respondent providing quotation for professional services).

7. FIDELITY BOND

(Employee Dishonesty)

Each Occurrence

\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its FIRMS will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its FIRMs or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and FIRMs, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its FIRMs for

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

**2.20 FULTON COUNTY PURCHASING DEPARTMENT REQUEST FOR PROPOSAL (RFP)
GENERAL REQUIREMENTS**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Monday, March 27, 2006 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #06RFP48559K-DJ
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The Water Services Division distributes potable water and reuse water to north Fulton County in the area north of Chattahoochee River with the exception of City of Roswell and Mountain Park. The combined 67,000 retail and wholesale customer accounts are served by approximately 1,200 miles of water mains, 2 booster pump stations and 9 water storage tanks totaling 12.20 MG.

The Water Services Division owns and operates wastewater collection system in unincorporated portions of the County, City of Alpharetta, City of Roswell and City of Sandy Springs. The Water Services Division provides wastewater treatment services to 92,000 customers in unincorporated Fulton County, Cities of Atlanta, College Park, East Point, Fairburn, Union City, Alpharetta, Mountain Park, Roswell, Sandy Springs and Palmetto (scheduled for 2007), portion of Cobb County and Forsyth County. Approximately 2,200 miles of sewer lines, 44 sewage pump stations, 5 water reclamation facilities and one public/private partnership water reclamation facility with a total combined capacity of 61.10 million gallons per day, comprise the County's wastewater collection and treatment system. The County also owns and operates approximately 3 miles of water reuse transmission mains.

The Water Services' \$258 M. five-year (2005-2009) CIP includes extension and replacement of water transmission mains, water storage tanks, booster pump stations, sewer line rehabilitation and extension, sewage pump station upgrade, water

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

reclamation upgrade and expansion and water reuse lines. The design, plans and specifications are prepared by outside consultants, Parsons staff outside of the existing Program and Construction Management Team and County staff. Request for proposals and bids are received by County Purchasing Department.

The selected Construction Management Services firm (FIRM) shall provide professional, technical, administrative, and other skilled personnel, and/or engage the appropriate services as needed related to implementation of the projects associated with the CIP. These services will include the design review, constructability reviews, bidding and contract execution assistance, construction contract management, and inspection of water main, sewer line installation and rehabilitation projects, water reclamation facilities and water reuse projects. On large water reclamation projects, the County will solicit on an individual basis and is not part of this solicitation.

Additional related services are on as needed basis and may include the following: design services on selected projects as required to expedite construction or resolve construction conflicts, and other requested activities related to water, sewer, wastewater, water reuse, stormwater and other Water Services related activities in support of the Water Services Division operations.

The FIRM shall provide adequate staffing with qualifications at the proper times to ensure that the responsibilities assigned under this Agreement are effectively and efficiently carried out in accordance with project schedules. All personnel of the FIRM except as noted in the attached position descriptions will be based in dedicated office space provided in the Fulton County Government Center (FCGC) as shown in Section 9, Exhibit H.

All activities shall be performed in accordance with direction provided by the Water Services Division (WSD.) Employees based at FCGC are not permitted to perform work not directed by WSD. Employees not based at FCGC are not permitted to use County's office space and resources to perform work related to projects unless prior approval by the County is obtained. The FIRM shall provide an estimated budget for each assigned task or project prior to beginning of work. Employees not based at FCGC are not permitted to use County's office space and resources Employees based at FCGC may be reduced at the discretion of the County if workloads or level of efforts are less than projected in the scope of services or projects are cancelled.

The Water Services Division will assign the projects in Section 9, Exhibit J to the FIRM. In addition to providing construction management services duties, assume responsibility for these projects with the description of services as described.

Location of Water Services Division's Capital Improvement Project Website:
http://pwmaps.co.fulton.ga.us/pw_ws_cip/index.html

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Specific tasks included in the scope of work are as follows:

The transitional phase will include acceptance of projects from the current Program Manager and Construction Manager (PMCM) as of June 30, 2006. The responsibilities of take-over should include all necessary phases up to and including complete project turnover.

3.3.1 PROJECT MANAGEMENT SERVICES

Assign, coordinate and facilitate all project team activities, personnel and subcontractors.

Control cost and manage to budget

Control and maintain master project schedule for the CIP and other requested projects

Maintain project files

Prepare and distribute progress reports, meeting agenda and meeting minutes

Implement QA/QC procedures

Assist the County in managing an Owner Controlled Insurance Program (OCIP). The FIRM shall receive monthly Project Payroll Reports from the Contractor and forward them to the Fulton County OCIP Consultant. The monthly Project Payroll Reports shall be submitted with the Contractor's monthly Application for Payment. Applications for payment that do not include accompanying Payroll Reports shall not be processed for payment. The FIRM shall verify the required insurance certificates have been obtained for each project

3.3.2 PRECONSTRUCTION SERVICES

Conduct design review and evaluation for constructability and value engineering of proposed construction project plans, specifications and contract provisions as requested. Inform the County and its design consultants of repeated problems observed during construction. Make recommendation for revisions and updates to the Public Works Water and Sewer standard specifications and construction standard details.

Assist and coordinate with County's Land Division in the acquisition of easements related to the construction of new facilities including deed research, coordination and preparation of plats.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Provide bid assistance complying with Fulton County procurement procedures at the direction of Purchasing Department including: document reproduction and binding; coordination of document distribution, advertisement, pre-bid conference, project site visits with Purchasing Department; preparation of addenda; preparation of bid tabulations; preparation of contract award recommendation package to County Manager and coordination with other Fulton County Departments for contract award and document execution.

Schedule and conduct preconstruction conference, prepare meeting addenda and minutes and distribute minutes to appropriate parties.

Prepare scope of services and request for proposals (RFPs) on selected projects as requested.

Provide design services on selected projects as requested including preliminary engineering, field surveying, detailed design, and contract document preparation.

3.3.3 CONSTRUCTION PROJECT MANAGEMENT SERVICES

3.3.3.1 General

Construction project management services shall include all activities required of the FIRM as outlined herein and in the specific project bid documents as follows:

Prepare a master schedule that includes all projects assigned to the FIRM to show the stage (i.e., design, easement acquisition, bidding, construction, or warranty) and the status. Update the master schedule on a monthly basis.

Coordinate each project with the assigned Water Services Division (WSD) project engineer or project manager, conferring regularly regarding project status and project issues. Prepare a reading file for each project and circulate weekly to inform the appropriate WSD staff of construction progress.

Prepare and maintain documentation related to the construction projects on behalf of the WSD. This task includes preparation of notices of award and notices to proceed, general correspondence, responses to requests for information, and other communication with contractors, and others as directed by the Water System. All project documentation shall be maintained in neat, organized files, utilizing a tracking/filing system that facilitates retrieval and archival needs.

Provide a sufficient number of vehicles to adequately transport personnel and equipment and any necessary supplies and equipment to maintain the field staff coverage necessary

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

for success of the program and execution of the scope of work. The FIRM shall equip all staff with mobile telephones for communication purposes.

3.3.3.2 Contractor's Submittals

Process and track each contractor's submittals on materials, equipment, and methods. Expeditiously transmit all shop drawing submittals and operation and maintenance manual submittals to the design engineer for review and approval.

Perform review of selected submittals as directed by the WSD.

Develop and maintain a control system for processing all submittals to indicate material received, dates of receipt, transmittal to and return from the design engineer and return to the contractor, and action taken on the submittal. Submittals are limited in quantity on most projects and usually include basic items such as pipe, manholes, and valves; however, reviews by the Manager's electrical, mechanical, or structural design staff will be required on occasion. Field inspection staff shall be provided with copies of approved submittals to ensure appropriate materials are utilized and record documents reflect installed conditions.

3.3.3.3 Progress Payments

Review applications for payment with the contractors for compliance with the established procedure for their submission, noting particularly the relationship of the payment requested to the schedule of values and/or bid unit price items, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Process periodic payment requests utilizing the County's Financial System and forward reviewed payment application to the WSD project engineer with recommendation for payment.

Maintain accurate project cost records, including monthly payments, change orders, etc. and the effect on the established project budget.

3.3.3.4 Requests for Information

Coordinate clarification and interpretation of the contract documents throughout the construction period.

Prepare, or coordinate the design engineer's preparation of, supplementary drawings required to resolve conflicts with actual field conditions encountered.

Consult with the WSD project engineer and/or the design engineer when responding to a Request for Information that involves interpretation or clarification of design-related issues.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Maintain a log on each project to track all Requests for Information, indicating subject of request, date of request, originator of request, person responsible for response and date of response.

Facilitate and expedite responses to requests for clarification to the maximum extent possible, confirming that the appropriate party is resolving outstanding issues requiring action.

3.3.3.5 Changes in the Work

Review all proposed changes to the work requested by the contractor to ascertain need and to check for cost-effectiveness.

Prepare Owner-generated requests for changes for submittal to contractor.

Prepare an independent estimate of time and expenses of proposed changes.

Lead negotiations of compensation with the contractor and evaluate requested time extensions for proposed changes and make recommendations to the WSD project engineer.

Coordinate with the WSD project engineer and/or the design engineer during the review and preparation of changes to confirm conformance with the original design concept.

Prepare the necessary documentation for change orders and/or supplemental agreements, coordinate the acquisition of necessary approvals, and assist in the preparation of agenda items for Board meetings, as requested. Avoid taking unilateral actions that commit additional County funds or that could be interpreted as authorizing modifications to the contract. Maintain a monitoring log on each project to track the status of proposed changes and review status regularly with the County and the contractor.

3.3.3.6 Project Meetings

Conduct periodic meetings with the contractor, design engineer, WDS project engineer, WSD Water Protection and System Maintenance personnel, and others as necessary to review submittal status, completed and ongoing activities, planned work schedules, and to discuss issues.

Conduct other job meetings as required to coordinate such events as shutdowns, tie-ins to existing piping, and major construction activities.

Record and prepare minutes of all project meetings, and distribute the minutes to all parties within five business days following the meeting.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

3.3.3.7 Claims Analysis and Resolution

Evaluate the validity and reasonableness of any claim made by a contractor for additional time or compensation on a project and submit a recommendation of action to the WSD project engineer.

Lead negotiations with the contractor with the goal of obtaining settlement or dismissal of the claim. Formal County approval shall be obtained prior to initiating any change resulting in extra compensation to the contractor.

Maintain complete, accurate cost account and other records of work involved in claims.

3.3.3.8 Record Documents

Review the compilation of record information prepared by the Contractor on a regular, periodic basis (at least monthly) during the life of each project. Review the final record drawing information submitted by the Contractor and supplement with any additional information gathered during inspection activities. Prepare record drawings utilizing the electronic drawing files furnished by the design engineer.

3.3.3.9 Community/Customer Involvement

Conduct all business as in a customer-service oriented manner, presenting a positive public image of the Water Services Division.

Assist appropriate County personnel in public relation activities, preparing information and public notification, attending and presentation of project information to the public and participate in public meetings at the request of the WSD project engineer. All public information matters dealing with situations not directly relating to the project shall be directed to the WSD project engineer, who may delegate certain responsibilities to the FIRM.

Prepare necessary information for obtaining applicable permits, provide liaison for the County to resolve property owner's inquiries during construction and monitoring contractor's compliance with all governmental agency permit requirements for construction activities.

Address information requests and/or complaints from customers or the general public dealing directly or indirectly with the construction projects. Enforce the contract requirements regarding the contractor's practices for conducting the work as it relates to public safety, maintenance of traffic issues, erosion control, etc.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Develop an Equal Business Opportunity (EBO) outreach program for potential bidders of small business enterprises to encourage and promote EBO Program in accordance with Fulton County Procurement Ordinances.

Coordinate with Office of the Contract Compliance and Purchasing Department in promoting equal business opportunity for potential bidders.

3.3.4. CONSTRUCTION ENGINEERING/OBSERVATION SERVICES

Provide personnel and services to monitor the contractor's on-site construction operations.

Perform construction observation services, including: maintain a complete and accurate record of activities and events on a daily basis, and a record of all work completed by the contractor, including installed quantities of pay items; report and resolve apparent significant changes in quantity, time or cost as they are noted; identify potential areas of delay and/or claims and take appropriate action to avoid and/or reduce the same, and; advise the WSD project engineer of any omissions, substitutions, defects and deficiencies noted in the work of the contractor and the corrective actions recommended and taken.

Construction phase engineering and observation services shall include:

3.3.4.1 Construction Quality Assurance

Provide inspection staff to observe materials, equipment, work in progress, and completed work to ascertain compliance with the plans and specifications, subsequent contract modifications, and approved submittals.

Observe performance tests or initial operation of the project as required by the specifications.

Observe Contractor's documentation of erosion control efforts and perform and document inspections of all erosion control devices on a weekly basis, or as needed. Report significant erosion control problems/issues to the WSD's representative as soon as possible following discovery. Notify the Contractor in writing immediately of any observed noncompliance or variances from the contract requirements.

Prepare daily field reports of the status of the work, daily activities, manpower, equipment (including idle equipment) and other pertinent observations. Make daily reports available to the WSD for review/reference at all times and include reports with other project documentation in the project reading files. Maintain a continuous log of deviations throughout the project to reflect contract change orders and field changes.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Maintain a chronological record of the progress of construction through photographic documentation, updating record on a regular monthly basis and as necessary. Perform survey verification as needed to ensure that the Contractor is properly using project control surveys. Provide independent survey verification of manhole invert elevations and pipe slopes on a regular basis on projects involving the installation of gravity sewer lines.

Provide specialty inspectors on an as-needed/as-requested basis for projects that involve instrumentation, electrical, civil, mechanical, plumbing, and HVAC. Accompany visitors representing public or other agencies having jurisdiction over the project and record the visits in the daily logs. Coordinate the contractor's preparation of pre- and post-construction video recordings of the project area.

3.3.4.2 Sampling and Testing of Materials and Completed Work

Testing of water and sewer construction materials conducted by the Manager is expected to be primarily verification "spot checks". The services of field technicians and laboratory services related to materials testing will be compensated from the Allowance amount included in the Agreement or in the project's contract.

Coordination of these testing services by the Manager, including tracking all testing activities, maintaining records of sampling and test results, and analyzing such results as required to recommend or deny acceptance of materials and completed work items, will be provided as part of the basic construction management services. Perform sampling and testing of component materials and completed work items to the extent required to confirm that the materials and workmanship incorporated in projects are in substantial conformity with the plans, specifications and contract provisions. Minimum sampling frequencies shall be as set forth in the Contract provisions or as recommended by the Manager and approved by the WSD project engineer. Submit reports documenting sampling activities or test results to responsible parties during the same week that the activity is conducted (i.e., either sample collection or analysis). Coordinate bacteriological testing of water mains with the WSD's Laboratory staff and Atlanta-Fulton County Water Resources Commission.

**3.3.5 CONSTRUCTION CONTRACT CLOSE-OUT PROJECT TURNOVER,
OPERATION TESTING AND START-UP, OPERATION TRAINING AND CONTRACT
CLOSE-OUT AND OPERATIONAL START-UP (POST-CONSTRUCTION) PHASE**

Prior to Final Completion of the Project, the Manager shall compile manufacturers' operations and maintenance manuals, warranties and guarantees and certificates, and index and bind such documents in an organized manner. The information shall then be provided to WSD.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

The FIRM shall review Contractor's schedule and proposed procedures for each phase of required operational testing and start-up of the new facilities and equipment. The FIRM shall distribute submittals to the County and Design Engineer for concurrent review. The FIRM shall verify that tests and equipment and systems startups are conducted in presence of appropriate personnel and that Contractor maintains adequate records thereof. The FIRM shall attend operations checkouts and start-up testing of each major equipment item or system. The FIRM shall coordinate start-up/testing schedule with the County, Design Engineer and Operator.

The FIRM shall coordinate specified equipment and systems operation training. The FIRM shall conduct operations training planning meeting with the Contractor, Design engineer, the County and the Operator to discuss required procedures for training sessions, lessons plan requirements, scheduling restrictions, audiovisual needs. The FIRM shall review Contractor's submittals related to training sessions and coordinate with the County and Design Engineer's review and approval of training material. The FIRM shall facilitate the proper execution of the training sessions and record the duration of each session and maintain for comparison to the specified requirements.

The FIRM shall coordinate start-up of the facility with the County and the Operator. The FIRM shall assist the County in preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspection of the Project.

The FIRM shall administer all warranty provisions for all equipment.

The FIRM shall prepare and submit applications for State of Georgia Department of Revenue tax rebate programs for certificate of exemption for machinery that reduces or eliminates air or water pollution and its associated sales tax claim process for refunds.

The FIRM shall perform project post completion inspection. The FIRM shall confirm all spare parts required by the contract documents have been delivered prior to issuing Final Payment. The FIRM shall conduct Inventory and document all loose assets of each project and submit final inventory to the County.

3.3.6 MANAGEMENT INFORMATION SYSTEM (MIS)

The FIRM must coordinate all hardware and software specifications through the Fulton County I.T. Department and the Department of Public Works Information Systems Manager.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

Current Systems

The Department of Public Works is a Microsoft technology partner and therefore, utilizes the most current Microsoft technologies including, but not limited to Microsoft Windows 2003 server, Microsoft Windows XP Professional, Microsoft SQL Server, Microsoft Office 2003, Microsoft Visio. Oracle, though not currently being utilized within the department, is welcome.

The Department of Public Works also uses a number of software systems which may require migration to new system, if need be.

These include, but not limited to Arcview, H2O Benchmark, Ourtown, and ArcInfo

The FIRM must be versed in most of these systems.

Network Environment

The Department of Public Works taps into the wide array of Wide Area and Local Area Networks operated by Fulton County Government.

The County personnel (clients) workstations use windows XP to access these network systems.

The LAN has an infrastructure that supports key county resources and mission-critical applications. The County network uses a number of CISCO switches and hubs to connect to the LAN with a bandwidth in a range from 10Mbps to 1000Gbps as well as Token Ring 16Mbps.

The WAN has four different segments that employ a T1 frame relay circuit and uses TCP/IP.

The Department of Public Works has 3 main groups, Water Services, Transportation, and Administration, and has over 18 remote locations besides the Government center location.

Though the Department of Public Works has 3 main divisions as indicated above, the request of this RFP is to be provided only to the Water Services Division.

All of our locations use the T1 connections to connect to the County's backbone LAN at each remote site.

The FIRM shall be well versed with network connectivity to manage their daily business operations.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

The Fulton County Department of Public Works will need the vendor(s) that has the depth, breadth, and quality of resources necessary to complete all phases of a broad technology as described above, and project life cycle which include, but not limited to, the implementation, refinement and support of a technology infrastructure that will provide a state of the art technology solution to the department.

- MS-Office 2003 (Access, Word, Excel, Powerpoint)
- Primavera
- Prolog Manager
- AutoCAD Version 14
- Fulton County Geographical Information (GIS) Arcview
- Arcims

The Capital Improvement Program must operate in the following technical environment:

- ✓ Enterprise client-server technology over LAN/WAN application accessibility
- ✓ Fully Windows XP Compliant
- ✓ Integrated MS Office 2003 Suite
- ✓ Microsoft Windows Graphical User Interface (GUI) tools
- ✓ Ethernet –based networks
- ✓ SQL Server relational database management systems (RDBMS), Oracle is acceptable
- ✓ Web-based / stand alone technologies such as Java, JavaScript, VBScript, VB, ASP, ASP.NET, VB.NET, WEB.NET, HTML, etc
- ✓ Backend processing languages such as Stored Procedures, SQL, UDFs, Triggers, and functions, Microsoft Report Services Engines, Oracle Reports and Forms
- ✓ All components of Prolog Database, Primavera P3 (mostly for scheduling)
- ✓ ESRI GIS, ArcGIS, ArcView, ArcIMS ArcPad, ArcSDE (all with current versions)
- ✓ Autodesk processing tools, AutoCAD, Civil Design, MapGuide (all with current versions)
- ✓ A Solid knowledge and understanding of Prolog Management Software is desired.

Functional Requirements

- The Manager must have the ability to provide consulting services for planning, configuring, integrating, setting up, installing, and troubleshooting a server unassisted by the County. Fulton County Department of Public Works will provide a vendor with full administrative rights to successfully perform functions.
- Provide clearly thought out SOPs (Standard Operating Procedures) as part of the deliverables for a given functionality.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

- Provide a two-pronged status report. (A quarterly report and a real time one-page reports). Preferred technology is Microsoft's Report Services Engine but other methods of producing this report are welcome.
- The GIS interface of the Capital Program must be able to directly provide information to perform a spatial query followed by a tabular query such as "Find all projects within 500 feet of a selected intersection or parcel that have had development activity in the last 2 years".
The GIS interface must also have the ability to perform searches directly within the map window, zoom directly to the map object, if available.
- The GIS interface must have the ability to do a tabular query followed by a graphic display. An example is to display a intersection based on the entry of a parcel address or Project number.
- The GIS interface must be able to update a project or group of projects based on a graphic area (polygon) selection such as "define a subdivision, then change all sewer line diameter globally.

The County prefers that when the FIRM's application is using widespread county data, such as addresses, it reads from this shared dAccess database.

Scalable System

It is extremely important that we have a robust and high-performance solution that will:

- handle the scale of operation or business which may occur during its expected life cycle.
- Be accessible via the internet/intranet
- Support records for multiple entities
- Add/update/delete projects

Schedule Maintenance Reports: The FIRM shall prepare and distribute Schedule Maintenance Reports during the bid, award and construction. The reports shall compare the actual bid and award dates and shall summarize the progress of the Project. For construction phase, the reports shall compare the projected completion dates of each separate Contract and to the Master Schedule for the Project.

Project Cost Reports: The FIRM shall prepare and distribute Project Cost Reports during the bid, award and construction phase. The reports shall compare actual contract award prices for the Project with those contemplated by the Project and Construction Budget for bid and award phase. The Reports shall compare actual project costs to the project and construction budget for construction phase.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Cash-Flow Reports: The FIRM shall prepare and distribute Cash Flow Reports during the Bid and Award Phase. The Reports shall be based on actual contract award prices and estimated other construction costs for the duration of the Project. The FIRM shall periodically prepare and distribute Cash Flow Reports during the Construction Phase. The Reports shall compare actual cash flow to planned cash flow.

The Other services will include assisting the County in public relations activities including preparing information and attending public meetings, preparing necessary information for obtaining applicable permits, providing liaison for the County to resolve property owner's inquiries during construction and monitoring contractor's compliance with all governmental agency permit requirements for construction activities.

3.3.7 CONSTRUCTION MANAGEMENT CONTRACT TURNOVER & TRANSITION

The FIRM shall prepare status summaries of all work completed under the contract and for all on-going and pending work for the COUNTY updated to two (2) weeks prior to contract completion.

The FIRM shall turnover complete and organized documents, reports, files and all other records. All documents, reports, files and other records developed during the course of the contract shall remain with the COUNTY.

All office accommodations and equipment, other than the FIRM's personal belongings shall remain with the COUNTY.

The FIRM shall assist the COUNTY with Capital Projects Construction Management Services transition to a new FIRM at no additional cost to the COUNTY within the time established on the contract. During the transition period, the FIRM, COUNTY and the new Construction Management Services FIRM shall work together to complete the turnover and transition of services from the established office of the FIRM.

The FIRM shall provide all other services under this phase necessary for the continuity and transition of the unified management of the Capital Program to a new FIRM.

The FIRM shall submit final invoice for services to the COUNTY following completion of the turnover and transition of the Capital Program and other WSD program services to the new Construction Management Services FIRM.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

The FIRM shall submit a certified payroll roster for all personnel performing work under this contract in the manner indicated below:

Invoice Period	Certified Payroll Roster Submission Date:
1 July - 30 September	15 October
1 October - 31 December	15 January
1 January - 31 March	15 April
1 April - 30 June	15 July

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail.

Information to Be Submitted:

Proposers must be straightforward and provide concise description of their ability to meet the RFP requirements. The proposal shall clearly demonstrate the proposers technical approach and rational. All proposals shall be spiral bound or a AGBC type binder with all pages being 8.5" x 11". A page refers to one side of a single 8.5" x 11" page. Text shall be minimum 11 point. The proposal must have a table of contents and each page must be numbered.

Section 1 – Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the County's goals and objective. Address any anticipated potential problems and concerns and provide recommended approach.

Section 2 – Qualifications and Experience

A. Project Team General Capacity/Organization

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. A narrative description of the Proposer's team and all proposed sub-consultants.
3. A narrative description of the role assigned to the Proposer's team and all proposed sub-consultants.
4. An organization chart of the proposed team for this project indicating the role of each. Specifically name the proposed Project Manager who is responsible for directing the work.
5. In the event that key team members must be replaced during the course of the Contract, describe your back-up personnel plan.
6. A statement of qualifications of the project personnel who will perform the key functions shall be provided. List the names of the individuals the proposed team will use to fill the following positions:

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Project Manager, Assistant Project Manager, Resident Project Representatives, Senior Resident Inspectors, Resident Designer, Public Information/EBO Coordinator, Senior Designers and Designers. Submission of these names constitutes a commitment to use these individuals if the Team is selected. For each person listed, submit the following:

- a. Provide resumes for each of the specific key personnel of the proposed Team. Resumes emphasizing experience within the past five years for all key personnel should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name, specialty, title and project assignment
 - Professional background
 - Current and past relevant experience with firm (and previous employers), to include project names and scope, role on the project and other pertinent information. All project/experience descriptions must include dates.
 - Education, including degrees and or certifications received with dates
 - Professional registrations and or technical certifications.
 - Office location where employed
 - List of Relevant Projects
 - Client name
 - Project Name
 - Project Description
 - Role of Individual
 - Project Start and Completion Date
 - Reference Contact (Name and Phone Number)
7. List current construction management workload.
8. Identify all eligible MFBE certified by the Fulton County Department of Contract Compliance. The prime FIRM's project management staff and all sub-consultants staff managing WSD projects shall be registered engineers.
9. Provide a resume on each sub-consultant firm proposed to be utilized on the project.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

B. Related Experience and Performance

Provide a description of experience the firm has had with similar services described herein. For each program, include contact person, name of project and telephone number, other than members of your firm that can be contacted regarding these projects.

C. Key Personnel Experience and Availability

Provide a summary of those personnel anticipated to be assigned to the project and the percentage of their time available to commit to the project during performance of assigned tasks. Resumes shall be provided for all key personnel (other than those required in item #6)and all discipline lead engineers. By submitting specific resumes, the Proposer indicates agreement, unless prevented by circumstances beyond the FIRM's control, to retain these personnel on the project, until all work under this contract is complete. These individuals at a minimum shall work out of the local office and reside in the Metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay direct cost for the relocation, temporary housing, or subsistence of staff assigned to this project.

The FIRM represents that it has secured or will secure, at its own expense, all personnel necessary to complete this agreement, none of whom shall be employees of, or have any contractual relationship with, the County. Primary liaison with the County will be through its designee. If the project includes water and/or sewer work, the FIRM shall identify, in writing, a water/sewer project manager responsible for direction and coordination of this portion of the project. All of the services required hereunder will be performed by the FIRM under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

All professional personnel, including subcontractors, engaged in performing services for the FIRM under this agreement should be identified in the proposal and all cost associated identified in the cost proposal. No changes or substitutions shall be permitted in the FIRM's key personnel as set forth herein without the prior written approval of the Director or her designee.

The FIRM shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category; and further shall employ only qualified surveyors in responsible charge of any survey work.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

The FIRM shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the FIRM and responsible for the work prescribed by this agreement.

The project team identified at this time shall be binding throughout the duration of the project unless otherwise approved by the WSD.

The following paragraphs present qualifications for various required personnel levels. The duration of experience in the various categories listed rather, are presented to indicate the County's perception and preference of the level of experience needed for the position but are not mandatory.

Project Manager - The Project Manager, based at FCGC should have a minimum of ten years of experience, at least five of which have included management of multi-project programs similar to the proposed work, and a degree in a related field. The Project Manager must have demonstrated expertise in water and sewer system and water reclamation facilities construction and project management, contract management, and claims analysis, and must have excellent communication and customer service skills. The Project Manager will direct design submittal review, value engineering, design services, and request for proposals (RFP) and scope of services preparation and evaluation. The Project Manager will be dedicated to this project and will be available at all times to address issues as appropriate.

Assistant Project Manager - The Assistant Project Manager, based at FCGC should have a minimum of seven years of experience of a similar nature as outlined for the Project Manager. In addition, the Assistant Project Manager must have demonstrated experience serving as a liaison between a public utility agency and the local, state and other public utilities agencies, on issues related to water, sewer, reuse and water reclamation. Assistant Project Manager will be dedicated to this project and will be available at all times to address issues as appropriate.

Resident Project Representative - The Resident Project Representative(s), based at FCGC should have a minimum of ten years of construction and project management experience, including a minimum of seven years involving water and sewer and water reclamation facilities construction. The Resident Project Representative must have an excellent working knowledge of water and sewer engineering drawings, specifications, contracts, construction, quality control, project documentation, as-built drawings, and applicable code requirements. The Resident Project Representative(s) will be dedicated to this project and will be available at all times to address issues as appropriate.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Senior Resident Inspector – Senior Resident Inspector, not based at FCGC will be field inspectors and should have at least seven years of inspection experience, at least five of which have involved construction of water and sewer facilities. The Senior Resident Inspector must have training and certification in trench safety, flagging, traffic control, and erosion control; must be thoroughly familiar with relevant construction techniques; must be proficient in reading and understanding contract drawings and documents; must be able to maintain logbooks and thoroughly document construction efforts/problems; must be able to generate final quantity estimates and needed punchlists; must understand federal, state, and local requirements; and must be capable of assisting and/or instructing Resident Inspectors.

Resident Inspector - Resident Inspector, not based at FCGC will be field inspectors and should have at least five years of inspection experience, at least three of which have involved construction of water and sewer facilities. The Resident Inspector must have training and certification in trench safety, flagging, traffic control, and erosion control; must be familiar with relevant construction techniques; must be able to read and understand contract drawings and documents; must be able to maintain logbooks and thoroughly document construction efforts/problems; must be able to generate final quantity estimates and, with minimal assistance, needed punchlists; and must understand federal, state, and local requirements. It is anticipated that this position classification may involve inspectors from specialty areas (e.g., electrical, instrumentation/control, etc.) on an as needed basis for a specified duration as projects dictate.

Resident Designer - The Resident Designer, based at FCGC, should be a registered professional engineer and a trained designer with at least five years of responsible experience in the design and construction of water and wastewater facilities. Responsibilities will include periodic design and design review assistance to the WSD on projects where scheduling or size makes normal procurement infeasible.

Resident Design Technician -The Resident Design Technician, based at FCGC offices, should be fully trained in both computerized drafting techniques and in water and wastewater design requirements, with at least four years of applicable experience. Responsibilities will include preparation of as-built drawings, detailed design drawings, easement plats, and other graphic representations as required.

Resident Technician - The Resident Technician(s), based at FCGC offices, should be trained in computerized drafting techniques and conversant with water and wastewater design requirements. Responsibilities will include preparation of as-built drawings, detailed design drawings, easement plats, and other graphic representations as required.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Senior Administrative Assistant -The Senior Administrative Assistant, based at FCGC offices, will be directly responsible to the Project Manager and will assist him/her in the effective execution of requested services. The position requires a minimum of seven years of experience in a responsible administrative position, preferably in a multi-project program environment with significant customer interaction. Responsibilities include control of all project documentation; tracking of construction projects through the WSD Management Information System; supervision of additional administrative staff; extensive interface with internal and external customers; preparation of draft agenda items for the County Board of Commissioners; and such other activities as may be needed to ensure appropriate coordination of the construction management effort.

Public Information / EBO Coordinator – The Public Information /EBO Coordinator, based at FCGC offices, will be directly responsible to the Project Manager. The position requires a minimum of five years of experience in a public relations with at least three years of experience in public utilities business and must have excellent communication and customer service skills.

Clerical Assistant - Clerical Assistant(s), based at FCGC will report to the Senior Administrative Assistant and will assist him/her in the duties presented above through such activities as document preparation, file maintenance, communication, and scheduling.

Two - Person Survey Crew - The two-person survey crew, not based at FCGC offices, will consist of a crew chief and one assistant. The crew chief should have five years of responsible survey experience, including at least two years related to water and sewer work. The crew chief will be thoroughly familiar with all appropriate survey techniques. The survey crew should be capable of collecting data for input into DTM modeling software and generating automated line work. The hourly rate will provide for all expenses, including but not limited to travel, materials, and equipment, including electronic instruments with automated data collection and GPS units that would be needed to provide design surveys or stakeout for line projects. The crew shall work under the supervision of a Registered Land Surveyor.

Registered Land Surveyor -The Registered Land Surveyor, not based at FCGC offices, should have at least ten years of responsible experience in all aspects of surveying related to the design and construction of water and wastewater facilities.

Senior Design Engineer - The Senior Design Engineer, not based at FCGC offices, should be a trained designer (Professional Engineer preferred) with at least ten years of responsible experience in the design and construction of water and wastewater facilities. It is anticipated that this position classification may involve engineers from several disciplines (e.g., electrical, mechanical, structural, etc.) on

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

an as needed basis for submittal review, value engineering, design services, and request for proposals (RFP) preparation and evaluation.

Design Engineer - The Design Engineer(s), not based at FCGC offices, should be a trained designer (Professional Engineer preferred) with at least seven years of responsible experience in the design and construction of water and wastewater facilities. It is anticipated that this position classification may involve engineers from several disciplines (e.g., electrical, mechanical, structural, etc.) on an as needed basis for submittal review, value engineering, design services, and request for proposals (RFP) preparation and evaluation.

Technician - The Technician(s), not based at FCGC offices, should be fully trained in both computerized drafting techniques and in water and wastewater design requirements, with at least four years of applicable experience.

MIS and Data Management Technician - The MIS and Data Management Technician, based at FCGC offices, should have a minimum of five years experience in administrative tasks associated with water and sewer CIP. Computer skills and training are needed to assemble and maintain data for generating reports associated with the CIP projects. The Data Management Technician must have effective communication skills to address inquiries and concerns regarding the required reports.

Principal-in-Charge - It is anticipated that the involvement of the Principal-in-Charge will be minimal, consisting primarily of periodic status updates and management issues. No billings for Principal-in-Charge time will be allowed on this project.

D. Project Approach

Demonstrate and provide a description of how you will perform tasks to implement program. Proposers shall describe its approach to providing the services outlined in the Scope of Services. Specific attention should be devoted to efficient and effective delivery of requested services on projects scattered throughout the County, including practical arrangements to facilitate project communication, documentation, field inspection activities, and other required support. Suggested revisions or enhancements to the Scope of Services should be explained. The approach discussion should include details regarding any unique knowledge or expertise your firm has with other programs. Explain how such knowledge or experience would benefit the requested services.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

E. Proximity of Office to Project Site

Provide the office location(s) where other work in this program will be performed. The County may make a site visit to proposers' offices.

Section 3 – Financial Responsibility

Provide two copies of information in separate sealed envelope with price proposal. Financial statements are not to be submitted in same envelope as the cost proposal forms.

Provide copies of the most recent year-end audited financial statement of the firm along with financial references.

Section 4 - Cost Proposal and Schedule of Billing Rates

Provide one (1) original and two (2) copies in a separate sealed envelope of your response to **3.5 Cost Proposal Format and Content**.

To standardize responses and simplify the comparison and evaluation of responses, the base cost proposal shall reflect the cost to provide the services as described. Additional cost proposals for suggested alternate approaches will be considered; however, the base cost proposal will be used for the comparison and evaluation of responders. All cost of service proposals must include the following information in a separate section, but must be bound under the same cover with the qualifications information. If cost information for alternative approaches is provided, it shall be clearly identified.

A. Hourly Billing Rates. Responders shall provide a table of hourly billing rates for each employee category as set forth in **3.5 Cost Proposal Format and Content**. Hourly rates include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, printing, reproduction, project reports, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component. County will not pay the FIRM for the cost or any cost associated with preparation of invoices for payment of the services under this contract. Large amount of reports or unusual reproduction request by the County will be borne by the County.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

The selected firm will utilize office space provided by at the FCGC for the base of operations for the construction management and engineering services. The facilities provided by the County include adequate office space with furnishings, desktop computers for administrative use, CAD workstations for design/drafting use, printers and plotters, access to conference rooms, basic telephone service, and access to the County computer network. The County will not provide laptop computers or mobile phones. All other direct expenses necessary to conduct the work including expenses for staff not based at FCGC must be included in the hourly billing rates. The County will not pay for office space leasing or any other satellite offices for employees not based at FCGC. All expenses necessary to conduct work must be included in the hourly rate.

The Agreement for the construction management services will have a term of one (1) year, and will be optional renewable for four (4) additional years, for a total of five years. The escalation factor is 2.0% for each renewal option year. A Supplemental Agreement will amend the Compensation section of the Agreement at the beginning of each year of the initial term (or renewal year, if renewed), based on then-current projections of the level of effort required for the various personnel classifications. A yearly two percent increase for each hourly billing rate will be allowed in this annual Supplemental Agreement; however, no other adjustment to these rates will be allowed during the five-year period.

- B. Proposed Contract Fee.** The responder shall also provide an extension of hourly billing rates on the spreadsheet included in **3.5 Cost Proposal Format and Content** (or similar form). An officer of the firm who is empowered to execute contracts and agreements shall sign the Cost Proposal Form. The estimated hours by employee category provided do not represent a commitment on the part of the WSD, but do reflect the anticipated approximate level of effort for first year of the five-year program. The proposed contract fee shall assume that adequate accommodations, basic telephone service and access to the County computer network are available in the FCGC. A contingency amount will be included for work as directed by WSD. An allowance amount will be included in the compensation ceiling for subcontracted services, testing services, capital direct purchases, etc. as directed by WSD. Capital direct purchase is the property of Fulton County. Subcontracted services are for specialty services not performed by the FIRM or members of the FIRM under this contract and as directed by WSD.

Section 5 - Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a separate sealed envelope. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Compensation

The County shall pay the FIRM for services based on the following fixed hourly rate schedule:

Cost Proposal Summary Format

Construction Management and Engineering Services for Water Services Division

All full time staff for a one year period is based on a maximum of 1920 hours. No compensation is given for paid vacation, sick days or 10 holidays, training, conferences, professional development and non-project activities.

I. BASE YEAR (YEAR 1)

Employee Classification	Hours	Hourly Rate	Total
Project Manager ¹	1,920		
Assistant Project Manager ¹	1,920		
Resident Project Representative ¹	3,840		
Senior Resident Inspector	1920		
Resident Inspector	5,760		
Resident Designer	1,920		
Resident Design Technician	1,920		
Senior Administrative Assistant	1,920		
Clerical Assistant	3,940		
Public Information/EBO Coordinator	1,920		
2 - Person Survey Crew	640		
Registered Land Surveyor ¹	640		
Senior Design Engineer ¹	640		
Design Engineer ¹	640		
Technician	1,000		
Data Management Technician	1,920		

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

¹Note that the overtime rate for the noted employee categories is limited to 1.0 times the hourly rate. The overtime rate for all other categories is limited to 1.5 times the salary cost component of the hourly rate. There will be no overtime unless prior approval by the County is obtained.

I. Hourly Rate Total for Base Year (Year 1) \$ _____

II. Contingency (10% of hourly rate) Total (10% of I) \$ _____

III. Subconsultant, Testing Services, and Capital Direct Purchases Allowance **\$ 300,000**

IV. TOTAL PROPOSED FEE FOR BASE YEAR (I + II + III) \$ _____

The factor for annual escalation of the salary rates are indicated in the table below shall serve as a maximum factor.

ANNUAL ESCALATION FACTOR	
Annual escalation percentage in year 2 renewal option:	2.0%
Annual escalation percentage in year 3 renewal option:	2.0%
Annual escalation percentage in year 4 renewal option	2.0%
Annual escalation percentage in year 5 renewal option	2.0%

V. TRANSITION PHASE FROM JUNE 15, 2006 to JUNE 30, 2006

Employee Classification	Hours	Hourly Rate	Total
Project Manager	80		
Assistant Project Manager	80		
Resident Project Representative	80		
Senior Resident Inspector	80		
Resident Inspector	80		
Senior Administrative Assistant	80		
Clerical Assistant	160		
Public Information/EBO Coordinator	40		
Data Management Technician	80		

V. Hourly Rate Total for Transition Phase \$ _____

PLEASE COMPLETE AS DIRECTED AND INSERT IN YOUR SEPARATE SEALED COST PROPOSAL

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation and Selection Criteria:

1. Experience: *20 points max*

Specialized expertise and experience of the firm on projects of similar nature, magnitude and complexity in areas related to the anticipated work. Experience and performance of the firm on projects of similar nature, magnitude and complexity. Proposers should provide client references (name, title, address, phone numbers, list of work completed for the client, minimum of five clients other than Fulton County).

2. Staff Qualification: *25 points max*

Provide an organizational chart for your team, clearly indicate company name, principal in charge and project manager(s) assigned with the overall project coordination (2 pages maximum).

Provide resumes of assigned staff who have qualifications and experience to perform the anticipated work to the project and availability of personnel and other commitments for full time participation for the proposed project (3 pages maximum per resume).

3. Project Approach: *25 points max*

Provide a project approach work plan summarizing the teams quality control and methods for program execution coordination. Describe the schedule of control you will provide in developing this program. Discuss the major components of the program: Construction Management, design review, biddability/constructability review, value engineering, design of water, sewer, water reclamation and pump station projects, public involvement and EBO outreach program and MIS.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

4. Availability:

10 points max

Availability of the firm to conduct work, availability of staff to be based at FCGC and availability of staff not based at FCGC for immediate response and report to project sites as needed.

4. Cost Proposal:

10 points max

FIRM shall submit cost of proposal in separate sealed envelope. The envelope shall include the RFP number on the outside of the envelope, prime respondents name, and proposal date. In addition to the cost proposal, FIRMS shall show the positions and hourly rates for all employees that may be assigned to the project.

5. Local Preference:

10 points max

Businesses or joint-venture teams located within the geographic boundary of Fulton County shall be awarded the point value.

6. Failure to submit Financial Responsibility Information as required will result in pass/fail and their proposal removed from consideration.

The County reserves the right to make investigations, as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

REQUEST FOR PROPOSALS

5.1 INTRODUCTION

Procurement Affidavits

Procurement Affidavit Form 2:

Form B: Sub-Contractor Non-Collusion Affidavit

Procurement Affidavit Form 4: Disclosure Form and Questionnaire

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

All members of the proposing entity shall complete and submit Form 4.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor or Proposer's officers, directors, affiliates and other employees, agents or representative of this firm, for the project _____ Program and Construction Management Services for Department of Public Works Transportation Division.

For the purpose of this form, the term "affiliate" of any Contractor or Proposer shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Contractor or Proposer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Contractor or Proposer, including their ownership interests and their anticipated role in the management and operations of said Contractor or Proposer.

2. Please describe the general development of said Contractor or Proposer's business during the past five (5) years, or such shorter period of time that said Contractor or Proposer has been in business.
3. Please state whether any employee, agent or representative of said Contractor or Proposer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events has occurred in the last five (5) years with respect to said Contractor or Proposer. If any answer is yes, explain fully the following:
 - a. a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor or Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor or Proposer;
 - b. whether Contractor or Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor or Proposer from engaging in

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

any type of business practice, or otherwise eliminating any type of business practice; and

- c. whether said Contractor's or Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor or Proposer, which directly arose from activities conducted by the business unit or corporate division of said Contractor or Proposer which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government, or

Circle One: YES NO

4. Have you or any member or your firm or team been involved in any claim or litigation with Fulton County or any other Federal, State or Local Government, or private entity during the last ten (10) year?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the names(s) of the person (s), the nature, and the status and/or outcome of the information, indictment, conviction, termination claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Contractor's or Proposer's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Contractor or Proposer should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Contractor or Proposers, joint venture partners and first-tier subContractor or Proposers.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2006

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2006

(Notary Public) (Seal)

Commission Expires _____
(Date)

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-FIRM or supplier be paid later than fifteen (15) days as provided for by state law.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title	_____ Firm Name
----------------	--------------------

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ **Date Completed:** _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are: - (Note: Dollar value of work and percentage value are estimates only, actual values will be determined by tasks and work required under the contract).

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION
REQUEST FOR PROPOSALS**

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

***Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

ESTIMATED Total Dollar Value of Subcontractor Agreements: (\$)

ESTIMATED Total Percentage Value: (%)
--

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

**EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE
MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount (Estimated)	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Nortary: _____ *(Signature)*

Date: _____ *(Printed Name)*

My Commission Expires: _____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

8. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
(Aggregate)	BYDISEASE - EACH EMPLOYEE	\$500,000.

9. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

Fire Damage	Limits	-	\$ 100,000
10. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			
11. ELECTRONIC DATA PROCESSING LIABILITY			
(Required if computer contractor)	Limits	-	\$1,000,000
12. UMBRELLA LIABILITY			
(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
13. PROFESSIONAL LIABILITY			
	Each Occurrence	-	\$1,000,000
(Required if respondent providing quotation for professional services).			
14. FIDELITY BOND			
(Employee Dishonesty)	Each Occurrence		\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____DATE:_____

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

**SECTION 8
SAMPLE CONTRACT**

DRAFT OF CONTRACT AGREEMENT

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>RELATIONSHIP</u>
ARTICLE 5.	<u>PROJECT ASSIGNMENTS</u>
ARTICLE 6.	<u>SCOPE OF SERVICES</u>
ARTICLE 7.	<u>DELIVERABLES</u>
ARTICLE 8.	<u>COUNTY'S RESPONSIBILITIES</u>
ARTICLE 9.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 10.	<u>SCHEDULE OF WORK</u>
ARTICLE 11.	<u>CONTRACT TERMS AND DEFINITIONS</u>
ARTICLE 12.	<u>COMPENSATION AND PAYMENT FOR FIRM SERVICES</u>
ARTICLE 13.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 14.	<u>SUSPENSION OF WORK</u>
ARTICLE 15.	<u>DISPUTES</u>
ARTICLE 16.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 17.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 18.	<u>WAIVER OF BREACH</u>
ARTICLE 19.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 20.	<u>RESPONSIBILITY OF FIRM</u>
ARTICLE 21.	<u>COOPERATION WITH OTHER FIRMS</u>
ARTICLE 22.	<u>ACCURACY OF WORK</u>
ARTICLE 23.	<u>REVIEW OF WORK</u>
ARTICLE 24.	<u>INDEMNIFICATION</u>
ARTICLE 25.	<u>CONFIDENTIALITY</u>
ARTICLE 26.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:</u>
ARTICLE 27.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 28.	<u>INSURANCE</u>
ARTICLE 29.	<u>PROHIBITED INTEREST</u>
ARTICLE 30.	<u>SUBCONTRACTING</u>
ARTICLE 31.	<u>ASSIGNABILITY</u>
ARTICLE 32.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 33.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 34.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 35.	<u>VERBAL AGREEMENT</u>
ARTICLE 36.	<u>NOTICES</u>
ARTICLE 37.	<u>JURISDICTION</u>

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

- ARTICLE 38. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 39. FORCE MAJEURE**
- ARTICLE 40. OPEN RECORDS ACT**
- ARTICLE 41. FIRM'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES
MADE IN RESPONSE TO PROCUREMENT**

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

"DRAFT AGREEMENT"

This agreement, made and entered into as of the _____ day of _____, 2006, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and **Name of FIRM authorized** to provide Program and Construction Management Services in Georgia, hereinafter referred to as "FIRM":

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced FIRM to perform certain services regarding construction management of the Capital Improvement Program and related duties and requirement for the Water Services Division of Pubic Works (hereinafter, referred to as the "PROJECT").

WHEREAS, FIRM has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and FIRM agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS: COUNTY hereby engages FIRM, and FIRM hereby agrees to perform the services hereinafter set forth. This Agreement, together with the COUNTY's request for proposal, acknowledgements, the Agreement, general conditions [where applicable], special conditions [where applicable], acceptable portions of FIRM'S submitted proposal, and change orders shall all form essential parts of this Agreement. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conform to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the COUNTY'S and the FIRM'S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of FIRM'S proposal that was accepted by the County and made a part of the Contract Documents.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

ARTICLE 2. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:** The selected Construction Management Services firm (Firm) shall provide professional, technical, administrative, and other skilled personnel, and/or engage the appropriate services as needed related to implementation of the projects associated with the CIP and related to Water Services Division's projects. These services will include the design review, constructability reviews, bidding and contract execution assistance, construction contract management, and inspection of water main, sewer line installation and rehabilitation projects, water reclamation facilities and water reuse projects for the Water Services Division, Fulton County Public Works Department.

ARTICLE 4. **RELATIONSHIPS:**

Team Approach

The Department of Public Works has established a process for design and construction that utilizes a team concept involving the services of a FIRM. It is the Department of Public Works expectation that the FIRM's FIRMs and contractors work as a unified team to achieve the most expeditious and economical management and implementation of the design and construction of the projects and that each team member shall cooperate and communicate with all other team members to assure expeditious, economical and the highest quality coordination and efficiency in project delivery and management.

County, FIRM & Exclusivity

The FIRM shall be the County's principal agent in providing the Construction Management services for the water and sewer projects assigned to the FIRM in writing by the Department of Public Works.

The FIRM's consulting team will have some restrictions associated with the involvement of "design," "engineering," or "construction" work associated with projects for which they are directly responsible for oversight and management in any other contract with the County for with projects during the term of the Agreement.

The FIRM's staff, even after separation (voluntary or involuntary) from the FIRM, shall not be permitted to work on any Fulton County Water Services' projects through employment with any other firm for a period of one (1) year after the date of employment separation from the FIRM.. The FIRM expressly agrees to make this a condition of employment or assignment and is to inform each and every employee engaged in the work under this contract of this requirement.

County and Design Engineers

The County shall enter into private contracts with engineering firms for design

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

services of projects in Water Services Division.

The engineer shall have primary responsibility for the design and engineering of any projects under contract.

FIRM and Other Design Engineers

The FIRM's services shall be provided in conjunction with and in cooperation with the services of other Engineering Firms.

The FIRM shall administer the design contract when assigned as a project task.

County and Contractors

The County shall enter into contracts with contractors for construction of the projects. The contractors shall have primary responsibility for the construction of projects.

The form of contract between the County and Contractors is a County developed Agreement for Construction Services, Design Services or Design/Build Services.

FIRM and Contractor

For the administration of the construction contracts and as indicated in the Agreements, the FIRM shall serve as the Department of Public Works' primary representative during construction.

The primary point of contact for the contractor shall be the FIRM.

All correspondence from the contractor to the County shall be forwarded through the FIRM. Likewise, all correspondence and instructions to the contractor shall be forwarded through the FIRM unless the Department of Public Works directs otherwise.

County Policy

The FIRM shall assure that Fulton County standards and policies including, but not limited to, permitting standards, project procurement methods, and design and construction guidelines and policies are complied with.

ARTICLE 5. **PROJECT ASSIGNMENTS:** The FIRM's services shall be provided on a projects assigned in writing by the Department of Public Works to the FIRM. For construction management and engineering services, the Department of Public Works will identify a specific scope of services for each project. The FIRM's shall present to the Department of Public Works a projected cost needed to manage the phase of work required for services. The FIRM shall gather from the Department of Public Works all available data and information pertinent to the performance of the services for the Job Task. The Department of Public Works shall have the final decision as to what data and information is pertinent. The FIRM shall ensure that the services required by this Agreement, including those based on data and information provided by the Department of Public Works, meet applicable standards. The FIRM shall report in writing any discovery of errors or omissions contained in the data and information furnished by the Department of Public Works. Upon receipt of the FIRM's proposal of the manner of accomplishing the work for the Project Assignment and the approval is given by the Department of Public Works, the FIRM shall proceed with implementation. The FIRM shall not proceed to furnish Project Assignment services and the County shall not become obligated to pay for same until a written authorization to proceed has been sent

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

to the FIRM from the Department of Public Works. The time of performance of the Project Assignment shall begin upon the date of Notice to Proceed and continue for the total contract time specified in the Notice to Proceed. The FIRM shall begin work on any Project Assignment immediately upon notification to proceed.

ARTICLE 6. **SCOPE OF SERVICES:** Unless modified in writing by both parties in the manner specified in the agreement, duties of FIRM shall not be construed to exceed those services specifically set forth herein. FIRM agrees to provide all services, products, and data and to perform all tasks described in Section III 3.3 Scope of Work .

ARTICLE 7. **DELIVERABLES:** FIRM shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in Exhibit J entitled, "Deliverables". Firm shall provide to COUNTY all deliverables specified in Exhibit I. Deliverables shall be furnished to COUNTY by FIRM in a media of form that is acceptable and usable by COUNTY at no additional cost at the end of the project.

ARTICLE 8. **COUNTY'S RESPONSIBILITIES:** The Department of Public Works, upon request from the FIRM, provides available criteria and information as to the requirements for Capital Projects, including design objectives and constraints and any schedule or budgetary limitations.

The Department of Public Works shall designate a representative to act as its representative with respect to the services to be rendered under this Agreement. Such representative shall have general authority to transmit instructions, receive information, interpret and define the Department of Public Works policies and decisions with respect to materials, equipment, elements and systems pertinent to the FIRM'S services.

The Department of Public Works shall implement periodic performance evaluations and give notice to the FIRM whenever the DEPARTMENT OF PUBLIC WORKS observes or otherwise becomes aware of any development that affects the scope of cost, timing or quality of FIRM'S services, and any defect in any project.

The Department of Public Works shall assist the FIRM in obtaining approvals from all governmental authorities having jurisdiction over capital projects and such approvals and consents from others as may be necessary for completion of capital and other related projects.

The Department of Public Works participation in the general execution of capital projects shall generally include, but not necessarily be limited to general review of the implementation process to verify compliance with requirements of projects, Department of Public Works design standards and other County policies, assisting County in competitive bid and proposal procurement activities for design and construction services, attendance at programming sessions, attendance at pre-proposal conferences

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

and/or engineering services, attendance at pre-design conferences, design progress meetings, design and engineering review meetings, pre-bid conferences, pre-construction conferences, construction progress meetings, pre-installation meetings, site observations, substantial completion inspections, final completion inspections, system demonstrations, and furnishing installation inspections.

The County's Representative may at all reasonable times review and inspect job task activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for FIRM, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County.

ARTICLE 9. **MODIFICATIONS/CHANGE ORDERS**: If during the course of performing the PROJECT, COUNTY and FIRM agree that it is necessary to make changes in the PROJECT, such changes will be incorporated by written Change Order and/or supplemental agreements to this AGREEMENT. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 10. **SCHEDULE OF WORK**: FIRM shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to FIRM from COUNTY. Services shall be furnished in accordance with the FIRM'S schedule as presented in Exhibit "L", entitled, "Schedule of Work". The FIRM shall begin work under this Agreement no later than five (5) days after the effective date of notification to proceed.

A stop work order issued to the FIRM shall be the only means of suspending the time of performance of work under the Agreement. The time of performance of work as reference on Exhibit "L" does not include time for reviews for the project by the COUNTY, it's authorized representative, Georgia Environmental Protection Division (GA EPD) or any other agencies reviewing the project. Time charges shall cease when a phase specified in the engineering fee proposal has been completed to the satisfaction of the COUNTY'S authorized representative.

The COUNTY'S authorized representative with respect to the PROJECT shall issue a stop work order for the time of performance for work to the FIRM once all tasks of each phase is considered accepted and fulfilled as specified in the engineering fee proposal.

A notice to proceed shall be issued to the FIRM for the next phase of work and shall address the total time of performance of work remaining on the contract.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

ARTICLE 11. CONTRACT TERMS AND DEFINITIONS:

Contract Terms:

The services to be performed under this Agreement including any transition period and Project Assignments shall commence within five (5) days of the date indicated in the written Notice to Proceed as issued by the Department of Public Works to the FIRM.

The term of this Agreement shall commence within the year of execution and continue for total contract duration through June 30, 2011; with each year subject to renewal. Notwithstanding the foregoing, the Agreement shall terminate absolutely and without further obligation of the County at the close of each renewal year in which it is executed if the County, no later than thirty (30) days prior to the end of such calendar year, issues a "Notice of Termination" to the FIRM. Termination pursuant to this provision of the Agreement shall not result in a claim for payment or damages by FIRM, except that the FIRM shall be paid for actual services through the date of termination.

Project Assignments: If any Project which the FIRM has received a Project Assignment approved by the Department of Public Works will not be completed during the term of this Agreement or any extension thereof, such Project Assignment shall, subject to written approval by the Department of Public Works, and subject to any of the County's termination rights, survive the expiration of this Agreement. Such project Assignment shall be governed by this Agreement. The FIRM shall perform all duties designated in the Project Assignment as prescribed in this Agreement and shall be compensated as prescribed in this Agreement.

Definitions

Approve: Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the FIRM or other Contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Engineer: The Engineer is the person or entity identified as such herein. The term "Engineer" means the Engineer or the Engineer's authorized representative. In the event that design and engineering services are provided for the Work of a contract by more than one prime entity under contract with the County, the term "Engineer" as used in this Agreement shall apply to the entity concerning that portion of the Work for which such entity provided design and engineering services to the County.

Bid: A complete and properly signed document whereby a Bidder proposes to perform the Work or designated portion thereof for the sums stipulated therein, supported by all data called for by the bidding requirements and documents.

Bidder: Any individual, company, corporation, partnership, or joint venture that submits a bid for the Work required as distinct from a sub-bidder who submits a

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

bid to a prime bid.

Bidding Documents: Bidding Documents include the Invitation for Bids, which is comprised of the Bid Manual (including Instructions to Bidders, the Bid Form, and other bidding information), the Project Manual (including the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information) and the Drawings which are bound separately and listed in a List of Drawings included in the Project Manual; and (2) any Addenda to the Invitation for Bids issued prior to receipt of bids.

Change Order: A change order is a written order from Fulton County to a contractor directing or approving a change, within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance, or terms and conditions of the contract. A change is within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents. The procedures and processes for Change Orders shall be in compliance with Fulton County Change Order Policy 800-6. Change orders shall be affected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.

Contractor: The Contractor is the prime entity that provides construction services including labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, furnishings, equipment and other facilities and services for execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work. The term "Contractor" shall be taken to include the Contractor's subcontractors, sub-subcontractors, and other entities providing materials, labor and construction for execution of the Work.

Construction Cost: The total cost or estimated cost of all elements of the Project designed or specified by the Engineer or County.

Contract Documents: Consist of the Bidding Documents and all modifications issued after award of the Contract. A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager, or (4) a written order for a minor change in the Work issued by the Construction Manager. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a modification. The Contract Documents shall not be construed to create any contractual relationship of any kind between any persons or entities other than the County, including the Program Manager and Construction Manager, and the Contractor.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Construction Manager: The person or entity identified as such herein. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

County: The person or entity identified as such herein. The term "County" means the County or the County's authorized representative. The terms "County" and "County" may be used interchangeably in the Contract Documents.

Day: The term "day" as used in the Agreement shall mean "calendar day" unless specifically designated otherwise.

Directed, Required, Acceptable: When these words refer to work or its performance, "directed", "required", "requested", "authorized", "selected", "permitted", "ordered", "designated", "prescribed", and words of like implication, mean "by direction of", the County. Likewise, "acceptable", "satisfactory", "in the judgment of", and words of like import, mean "recommended by", "acceptable to", "satisfactory to", or "in the sole judgment of" the County.

Final Completion: The Date of Final Completion of the Work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including rectification of all punch list items, and when all record documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

Notice of Award: This notice is provided by the County to the apparent successful Proposer or Bidder, and indicates that it is the County's intent to award the Contract to that Proposer or Bidder, contingent upon the execution of the Agreement and submission of other necessary documents as specified in the Proposal or Bidding Documents, and contingent upon the County's subsequent acceptance of same and formal approval of the Contract by the Fulton County Board of Commissioners.

Notice to Proceed: This notice is provided by the County after the County has accepted and approved the executed Agreement and other documents as required by and specified in the Proposal or Bidding Documents.

County-Controlled Insurance Program ("O.C.I.P."): A Fulton County insurance program and delivery method that assures the Contractor, all subcontractors of any tier, and other entities or interests as the County may designate with respect to the Project are insured for certain proscribed Statutory Workers' Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project.

Plans or Drawings: All drawings, sketches or reproduction of drawings pertaining to required Work.

Project: The Project is the total construction of which the Work performed under a construction or design/build contract, as described in the Contract Documents or as required by any law, ordinance, code or standard, may be a part.

Project Manual: The Project Manual includes the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information, all contained in one or more volumes.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Provide: As a directive, "provide," means, "furnish and/or install completely."

Specifications: Descriptions, provisions and requirements, pertaining to method and manner of performing work, or the quantities and qualities of materials to be furnished under the terms of a Contract.

Substantial Completion: The Date of Substantial Completion of a project or designated portion thereof is the date certified by the Engineer and the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the County or the County's separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended and accepted and signed by the County. A letter is required to achieve Substantial Completion, as well as submission of complete and final project record documents to the Construction Manager for review, including record drawings, operation and maintenance manuals, warranties and other submittal requirements.

Time: Unless otherwise provided, the Contract Time is the period of time allotted in the Agreement from issuance of a Notice to Proceed, including authorized adjustments thereto. The date of commencement of the Work is the date established in the Notice to Proceed.

ARTICLE 12. COMPENSATION AND PAYMENT FOR FIRM SERVICES:

Compensation for work performed by FIRM on PROJECT shall be on the basis of hourly rates shown in Cost Proposal. Direct and miscellaneous cost shall be included in the hourly billing rates.

The total contract amount for the PROJECT shall not exceed _____, which is full payment for a complete scope of services. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

The FIRM may submit to the COUNTY, an invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding phase. The COUNTY shall review for approval of said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY, are reasonably in excess of the actual stage of completion. Disputed concerning the payment of submitted invoices shall be resolved pursuant to the dispute process outlined in that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the FIRM to the point indicated by such invoice, or receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate updated schedule, a description of the percentage of total work completed for each phase through the date

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

of the statement, and an updated draw-down of the Task-Discipline Matrix submitted with the FIRM'S cost proposal.

The FIRM must certify in writing that all subFIRMs of the FIRM and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime FIRM is unable to pay subFIRMs or suppliers until it has received a progress payment from Fulton County, the prime FIRM shall pay all subFIRMs or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

FIRM agrees that the compensation provided within shall be full and final settlement of all claims arising against COUNTY for work done, materials furnished, cost incurred or otherwise arising out of this AGREEMENT and shall release COUNTY from any and all further claims related to payment for services and materials furnished in connection with this AGREEMENT.

COUNTY shall not be responsible for any interest penalty for any late payment.

The Department of Public Works will identify a specific scope of services for each project and forward the information to the FIRM. The FIRM will then submit a project specific cost proposal with detailed scope of service. The FIRM's will allocate cost toward the project based on the fee schedule specified above.

Except as required by other provisions of this Agreement specifically cited and stated to be an exception from this clause, the County shall not be obligated to reimburse the FIRM for any costs incurred in excess of an approved amount.

Cost proposals set forth in connection with this Agreement is based on the hourly rate as specified in the cost proposal. If the services covered in this Agreement have not been completed prior to this duration and if said completion is delayed by circumstances beyond the control of the FIRM, the FIRM shall notify the Department of Public Works in writing of the circumstances. The basis of payment may be renegotiated to allow for changes in the Contract Sum. Fulton County reserves the right to assess backcharges against the FIRM for any error, omission, or negligence on its part that adversely impacts the project and/or results in Fulton County having to approve any Change Order to address or remedy such error, omission or negligence.

Changes & Additional Services:

If during the course of performing the work, County and FIRM agree that it is necessary to make changes to this Agreement, such changes will be incorporated by written amendments to this Agreement by a Change Order if the cost of such changes exceeds the contract amount. A contingency of 10 percent of the total hourly rate for specialty services and an allowance amount of \$300,000 will be included in the compensation ceiling for subcontracted services.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

testing services, capital direct purchases, etc. shall be used at the discretion of the Department of Public Works and as directed by WSD.

Change Order Amendment(s) shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

Provisions for additional compensation to increase the approved contact amount, shall be approved by the Fulton County Board of Commission. Approval to add task assignments to the approved contract shall be at the discretion of the Department of Public Work and upon the Department of Public Work's authorization. Edits and or changes to the executed contract made only by the Fulton County may be separately negotiated between the Department of Public Works and the FIRM to pay for Additional Services. If Additional Services are required due to circumstances beyond the control of the FIRM, the FIRM shall notify the Department of Public Works in writing detailing the basis of the Additional Service request and the cost for and any additional required contract time prior to carrying out any Additional Service.

If the Department of Public Works deems that such services are not required or are part of the work under the Agreement, the Department of Public Works shall give prompt notice to the FIRM.

If the Department of Public Works deems that such services are required, the Department of Public Works shall give prompt notice to the FIRM and the Additional Services shall commence upon written approval by the Department of Public Works.

Additional Services may be considered when:

Significant changes in the Project including, but not limited to, changes in the size, quality, complexity or the County's project schedule requirements.

Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such Work.

Providing services made necessary by the default of the FIRM or Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of contract performance of the Contractor.

If the FIRM is asked by the Department of Public Works or any other County agency or County staff person to perform work beyond the scope of this Agreement and payment is desired, it shall notify the Department of Public Works in writing within ten (10) days of such request, stating the work is considered outside the scope of work of this Agreement and the reasons for its determination that the work is outside the scope of work of this Agreement and include a written detailed proposal defining the proposed scope of work, cost and schedule for the additional work for consideration by the Department of Public Works. The FIRM shall obtain written approval from the Department of Public Works before proceeding. The County shall in no way be held liable or responsible for compensating the FIRM for any work performed under this section which has not first been approved in writing by the Department of Public Works.

The Department of Public Works for the County, and at its option, may elect at any time to add, reduce, hold or delete the extent of any project or any work element within an approved Project Assignment or for any project assigned to the FIRM as an extension

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

of this Agreement or the FIRM services on any project at anytime. The FIRM shall provide in writing at the Department of General Service's request, the affect, if any, on the FIRM's services and cost, and include the detail explanation for any reduction or increase in cost that may be incurred by the FIRM for any addition, reduction, hold or deletion of any FIRM services on any project. The FIRM shall not have the authority to approve any change orders.

If the Additional Service or change to the Agreement requires a Change Order to the Agreement, the Change Order shall be processed in compliance with Fulton County in accordance with Fulton County Change Order Policy 800-6. Approval by Fulton County shall be required prior to implementation of the work or change required by a Change Order.

The FIRM shall submit invoices, in a format acceptable to the Department of Public Works, for services on a monthly basis. The invoice shall be in a format itemizing in table form each separate project assignment, showing labor costs and direct expense costs to each individual project.

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment within thirty (30) days. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) day of the following month. The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

Fee amounts for labor shall show in tabulation format the total fee earned to date, previously invoiced amounts paid, previously invoiced fee amounts not paid, and the total amount due for current invoice. One-page time sheet summaries for each FIRM employee associated with the work of this contract shall be submitted with each monthly invoice. The summary shall include the name of the employee, each project that time is charged to, the hourly rate of the employee and the number of hours charged to the invoice period.

Invoicing for fee costs shall be for the actual time expended during the invoice period. Time sheets and any other backup information shall be submitted to the County when requested.

At no time shall the FIRM invoice for any type of leave time incurred or used by the FIRM or the FIRM's employees.

A Contractor - Sub-Contractor Utilization Report (Exhibit G) provided within the Fulton County Non-Discrimination Policy must be submitted each month with the FIRM invoice. Failure to comply will result in the County commencing proceedings to impose sanctions, in addition to purchasing or any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Each invoice shall be accompanied by a brief narrative progress report outlining the work accomplished during the billing period and any problems inhibiting project execution.

There will be no direct cost paid except as directed by the County as capital purchase. Hourly rates include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component.

The parties hereto expressly agree the payment provisions within this Agreement shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et. seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement. The County shall not be responsible for any late payment interest penalty. Payment by the County will be made on a monthly basis in the amount of sums earned and approved by the Department of Public Works less previous payments.

Unless directed by the County for staff of the FIRM for special and unusual travels for activities associated with the services under this Agreement, the County shall in no way be held liable or responsible for compensating the FIRM for travel expenses.

Final Payment/Per Invoice

Acceptance of the final payment by the FIRM PER INVOICE shall be in full and final settlement of all claims arising against the County for work done, materials furnished, any costs incurred, or otherwise arising out of this Agreement up to the date of submittal of said invoice and shall release the County from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

ARTICLE 13. **PERSONNEL AND EQUIPMENT:** FIRM shall identify in writing a project manager who shall have sole authority to represent FIRM on all manners pertaining to this contract.

FIRM represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by FIRM under his supervision and all personnel

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Key personnel, including subcontractors, engaged in performing services for FIRM under this AGREEMENT are indicated in Exhibit K entitled, "Key Personnel Listing". Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on this PROJECT by FIRM. No changes or substitutions shall be permitted in FIRM'S key personnel or subcontractor as set forth herein without the prior written approval of the COUNTY. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by COUNTY. Changing of key personnel or subcontractor during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

FIRM shall employ those people, who are in responsible charge of supervision on the work performed on this PROJECT, duly registered in the State of Georgia in the appropriate area.

FIRM shall endorse all deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of FIRM and responsible for the work prescribed by this AGREEMENT.

ARTICLE 14. **SUSPENSION OF WORK:** COUNTY may order FIRM in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY, or for delays caused by third parties not in any way affiliated with the FIRM. The time for completion of the PROJECT shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay of the PROJECT.

ARTICLE 15. **DISPUTES:** Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County Department of Public Works designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the FIRM. The FIRM shall have 30 days from date of receipt to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, FIRM shall be afforded an opportunity to be heard and to

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, FIRM shall proceed diligently with performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE/WITHOUT CAUSE:

- (1) Either COUNTY or FIRM may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the FIRM refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in Exhibit L entitled, "Schedule of Work", or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, as more thoroughly described in Section 3, Article 8, or any extension or tolling there of, or fails to complete said work within such time. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of COUNTY, shall constitute cause for termination.
- (4) The County may, by written notice to FIRM, terminate FIRM'S right to proceed with the PROJECT or such part of the PROJECT as to which there has been delay. In such event, the COUNTY may take over the work and perform the same to completion, by contract or otherwise, and FIRM shall be required to provide all copies of finished or unfinished documents prepared by FIRM under this AGREEMENT to the County as stated in Exhibit J entitled, "Deliverables".
- (5) FIRM shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the COUNTY.
- (6) Whether or not the FIRM'S right to proceed with the work has been terminated, the FIRM shall be liable for any damage to the COUNTY resulting from the FIRM'S refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the COUNTY obtaining the services of another FIRM to complete the design of the project.

Termination Without Cause

- (1) This Agreement may be terminated by without cause by the County upon ten (10) days written notice to the FIRM.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

- (2) If this Agreement is terminated through no fault of the FIRM, the FIRM shall be paid for the time and expense in accordance with the FIRM's standard rates then in affect under this Agreement for the extent of services performed by the FIRM to the effective date of termination.
- (3) In case of termination of the Agreement by the County before completion of the work or any portion of the work, the FIRM will be paid only for the work completed as of the date of termination as determined by the County at it's sole discretion.
- (4) Notice of termination shall be given by the County by mailing certified mail, return receipt requested, to the principal office of the FIRM as indicated under the address specified under the notice section of this Agreement.

ARTICLE 17. **TERMINATION FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to FIRM. If the AGREEMENT is terminated for convenience by COUNTY, as provided in this article, FIRM will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by FIRM which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Cures Whenever the Department of Public Works observes or otherwise becomes aware of a non-performance that adversely affects the scope of services cost, timing or quality of FIRM'S services, and issues to the FIRM a written notice of such observation and requests a cure to the observation, the FIRM shall within five (5) days from issuance of such notice, submit to the Department of Public Works a written plan of action to correct such observations. The Department of Public Works shall at its sole discretion determine whether the plan of action is acceptable and approve or reject the plan or take other action as allowed under this Agreement.

ARTICLE 18. **WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this AGREEMENT, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. **INDEPENDENT CONTRACTOR:** FIRM shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be constructed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute FIRM or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 20. **RESPONSIBILITY OF FIRM:** FIRM is employed to render a professional service only and any payments made to FIRM are compensation solely for such services rendered and recommendations made in carrying out the work. FIRM shall

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to FIRM'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at FIRM'S expense.

ARTICLE 21. **COOPERATION WITH OTHER FIRMS:** FIRM will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other FIRMS. FIRM shall fully cooperate with such other related FIRMS and COUNTY employees or appointed committees. FIRM shall provide within his schedule of work, time and effort to coordinate with other FIRMS under contract with COUNTY. FIRM shall not commit or permit any act, which will interfere with the performance of work by any other FIRM or by COUNTY employees. FIRM shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the FIRM in any manner.

ARTICLE 22. **ACCURACY OF WORK:** FIRM shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve FIRM of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. FIRM shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to FIRM. FIRM shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 23. **REVIEW OF WORK:** Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for FIRM, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve FIRM of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and FIRM shall produce progress prints or copies of any work as performed under this AGREEMENT. Refusal by FIRM to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to FIRM until FIRM complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by FIRM.

ARTICLE 24. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the FIRM to

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

perform its obligations under this AGREEMENT; (2) the negligent, intentional or willful misconduct of the FIRM or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this AGREEMENT; (3) FIRM'S fault; or (4) the performance of the FIRM'S obligations under this AGREEMENT. The FIRM shall also indemnify the COUNTY to the extent provided elsewhere in this AGREEMENT. To the extent there is a determination that FIRM has acted as an agent of the COUNTY, the FIRM is specifically excluded from the term "agent" mentioned in the previous sentence, such that FIRM will be required to comply with the requirements of this Article. FIRM'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. FIRM shall not indemnify or hold harmless the COUNTY for the sole acts or omissions of employees or officers of the COUNTY.

FIRM further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of FIRM. These FIRM indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the COUNTY indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this ARTICLE shall survive termination of this AGREEMENT.

ARTICLE 25. **CONFIDENTIALITY:** FIRM agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by FIRM pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the Public Works Department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by FIRM without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

AGREEMENT without indemnity to FIRM, but should any such information be released by COUNTY or by FIRM with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 26. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:

FIRM agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this AGREEMENT. FIRM or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the Department of Public Works. All electronic files used in connection to this AGREEMENT, which are by definition, any custom software files used in connection to this AGREEMENT, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and FIRM shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by FIRM and registered in the name of the Director of the Department of Public Works, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which FIRM has pre-existing proprietary rights and/or has otherwise been licensed to FIRM prior to this AGREEMENT, and any upgrades, updates, modifications or enhancements thereto. FIRM agrees to provide at no cost to COUNTY any upgrades to any software used in connection with this AGREEMENT which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the AGREEMENT, except in the case of commercial Software licensed to the COUNTY or Director of the Department of Public Works. Any information developed for use in connection with this AGREEMENT may be released as public domain information by the COUNTY at its sole discretion.

ARTICLE 27. COVENANT AGAINST CONTINGENT FEES: FIRM warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by FIRM for the purpose of securing business and that FIRM has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 28. INSURANCE: FIRM shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

Section 28.01 **Workman's Compensation Insurance** in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Section 28.02 **General Aggregate** in an amount not less than Two Million Dollars (\$2,000,000)

Section 28.03 **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

Section 28.04 **Professional Liability Insurance** in an amount that equals or exceeds the amount of fees for the AGREEMENT. If coverage is issued on a claims-made basis, a policy should be kept in force at least twenty-four (24) months after completion and acceptance of the PROJECT.

Section 28.05 **Comprehensive Automobile Liability Insurance**, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.

Section 28.06 **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT.

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If FIRM receives notice of non-renewal or material adverse change of any of the above coverages, FIRM will promptly advise COUNTY in writing. Failure of FIRM to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that FIRM should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by FIRM, COUNTY will notify FIRM thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

FIRM will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve FIRM of his responsibility to provide insurance coverage as specified nor to relieve FIRM of his liability for any claims, which might arise.

Certificates shall be issued to:
Fulton County Board of Commissioners
c/o Public Works Department
141 Pryor Street, S.W., Suite 6001
Atlanta, GA 30303

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION

REQUEST FOR PROPOSALS**

ARTICLE 29. PROHIBITED INTEREST:

Section 29.01 Conflict of Interest: FIRM agrees that it presently has no interest and shall acquire no interest direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. FIRM further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

Section 29.02 Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 30. **SUBCONTRACTING:** Except as identified in Exhibit K entitled, "Key Personnel Listing", FIRM shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 31. **ASSIGNABILITY:** FIRM shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by FIRM without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this AGREEMENT without any notice to FIRM of such termination. FIRM binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 32. **ANTI-KICKBACK CLAUSE:** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. FIRM hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 33. **AUDITS AND INSPECTORS:** At any time during normal business hours and as often as COUNTY may deem necessary, FIRM shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. FIRM'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by FIRM. To the extent COUNTY audits or examines such Information

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such Information without FIRM'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such information outside the area covered by this AGREEMENT without the prior written consent of FIRM. FIRM shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. FIRM agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Taxes

The FIRM shall assume and is liable for paying all taxes, including but not limited to, sales tax and state and federal payroll and/or social security taxes. The Proposer guarantees to hold Fulton County harmless in every respect against same.

ARTICLE 34. **ACCOUNTING SYSTEM:** FIRM shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. FIRM must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 35. **VERBAL AGREEMENT:** No verbal agreement or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle FIRM to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 36. **NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

_____, Director
Fulton County Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Notices to FIRM shall be addressed as follows:

Contact Name
Name of FIRM
Address of FIRM

ARTICLE 37. **JURISDICTION:** This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect. Whenever reference is made in the AGREEMENT to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated. This Agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

Disputes Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by the Agreement shall be decided by the Fulton County Department of Public Works designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the FIRM. The FIRM shall have 30 days from date of receipt to appeal the decision to the County Manager or designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of such decision, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

ARTICLE 38. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, FIRM agrees as follows:

Section 38.01 FIRM will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 38.02 FIRM will, in all solicitations or advertisements for employees placed by, or on behalf of, FIRM state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Section 38.03 FIRM will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 39. **FORCE MAJEURE:** Neither COUNTY nor FIRM shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve FIRM from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 40. **OPEN RECORDS ACT:** The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The FIRM acknowledges that any documents or computerized data provided to the COUNTY by the FIRM may be subject to release to the public. The FIRM also acknowledges that documents and computerized data created or held by the FIRM in relation to the AGREEMENT may be subject to release to the public, to include documents turned over to the COUNTY. The FIRM shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The FIRM shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the FIRM. The FIRM shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

ARTICLE 41. **FIRM'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Where the procurement documents do not place a degree or level of service relating to the scope of work, MFBE participation, or any other matter relating to the services being procured, should any proposer submit a response to the COUNTY promising to provide a certain level of service for the scope of work, MFBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the COUNTY and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the AGREEMENT between the FIRM and the COUNTY, such that the FIRM'S failure to provide the agreed upon degree or level of service or participation shall be a material breach of the AGREEMENT giving the COUNTY just cause to terminate the AGREEMENT for cause, pursuant to ARTICLE 14 of the AGREEMENT.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

WITNESS WHEREOF, each of the parties hereto has caused AGREEMENT to be executed and delivered on this, the _____ day of _____, 2006.

Attest:

NAME OF FIRM

By: _____

Title: _____

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

By: _____

Mark Massey
Clerk to the Commission

By: _____

Karen Handel, Commission Chair,
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

Office of County Attorney

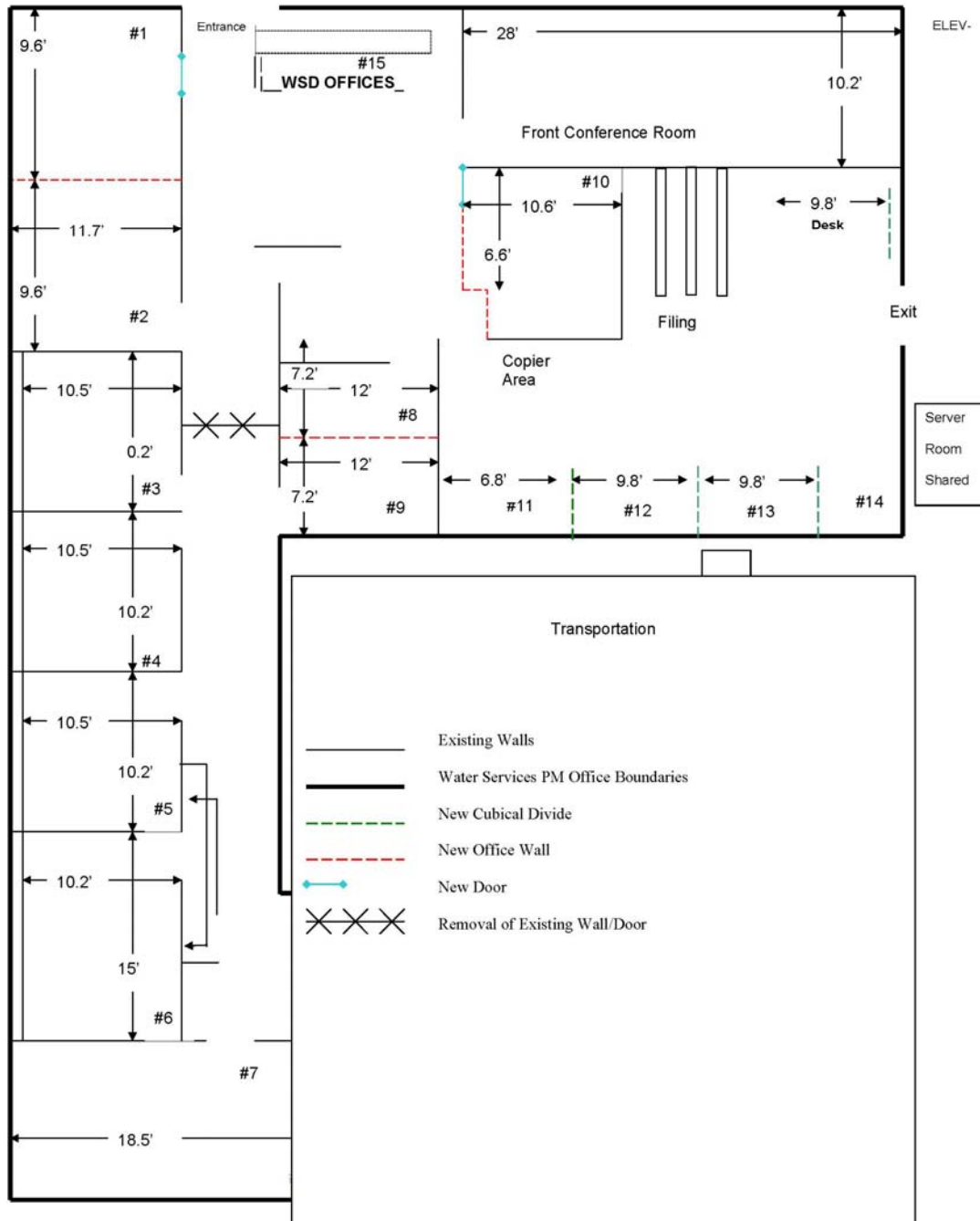
By: _____

Director of Public Works

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION
REQUEST FOR PROPOSALS**

**SECTION 9
EXHIBITS**

Exhibit H



**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

EXHIBIT J

List of Projects to be Assigned to the Firm

CIP Project No.	Project Name/Brief Description	Contract Amount/ Anticipated Amount, \$	Status as of December 1, 2005
S105	Sewer Modeling and Comprehensive Master Plan. (Study) A detailed computer generated hydraulic model of the wastewater collection and conveyance system using information obtained from the system and inventory project (S217). The purpose is to develop a comprehensive master plan outlining the capacity and maintenance needs of the wastewater system for short and long terms.	2,559,500.00	NTP to be issued on 12/12/05. Scheduled to be completed on 12/12/09
W027	North Fulton Water System Improvements. (study and design) Design of three booster pumps and three miles of water main.	635,521.00	NTP to be issued on 12/12/05. Scheduled to be completed 08/09/06.
W030, W031, W032	Three booster pumps will be bid for construction.	8,400,000	To be advertised 09/06 NTP to be issued 01/07 Completion 06/09
W028C	Water System Security Improvements	277,488	NTP to be issued on 12/21/05 Completion 04/20/06
S106	CMMS/CIS Development/Acquisition/Implementation CMMS:	1,485,000	NTP to be issued on Scheduled to be completed

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

	Procurement, development, and implementation of a Computerized Maintenance and Management System (CMMS) for Fulton County Department of Public Works, Water Services Division. CIS Billing: Procurement, development, and implementation of a Customer Information System (CIS) and billing system for Fulton County Department of Public Works, Water Services Division.		
S104B	Sugar Mill Community Reuse Design	187,000	Public Meeting scheduled on 12/20/05 Scheduled to be completed
S104	One reuse project in Sugar Mill, two reuse line projects and two reuse pump stations	6,800,000	Public Meeting and advertise in 2006. NTP to be issued in 2006 to 2007. Completion 2009.
W026	North Fulton Maintenance & Ops Center (Design) Design and construction of a 10,000 square foot office and training facility, with 12,000 square feet of attached garage and warehouse space. The new facility will upgrade the facility on Maxwell Road in Alpharetta, and will provide storage, parking, and maintenance for rolling stock, as well as inside and outside materials storage.	Construction \$7,500,000	Design to be awarded January 2006. NTP to be issued 03/06. Scheduled to be completed w/in 8-9 months of NTP. Bid for construction afterward.
S114	Lake Winward I/I (Design/Build) Rehabilitation and / or relocation of 25,500 feet of sewer line to eliminate infiltration and inflow in the Lake	4,000,000	NTP to be issued on 12/29/05. Scheduled to be completed on 01/24/08.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

	Windward area of Big Creek Basin in Alpharetta / Northeast Fulton County. Pipe diameters are 8-inch, 10-inch, 15-inch, 18-inch, 21-inch, and 24-inch. Some line passing underneath the lake will need to be relocated. Work involves rehabilitation or replacement of 125 manholes.		
S220	Big Creek I/I (Design/Build) Approximately 345,000 Linear feet of 6-inch to 60-inch diameter sewer lines and 1,800 manholes will be examined. Necessary repairs will be made in order of priority after the investigation.	3,500,000	To be awarded in 02/06. NTP to be issued 05/06. Scheduled to complete 07/07
S222	Holcomb Bridge I/I (Design/Build) Approximately xxxx Linear feet of x-inch to x-inch diameter sewer lines and xx manholes will be examined. Necessary repairs will be made in order of priority after the investigation.	3,500,000	Public Meeting scheduled for 02/06. To be advertised 03/06. NTP 07/06. Scheduled to complete 12/07
S225	Butterfield Lane Sewer Replacement Replace existing xxxx Linear feet of x-inch diameter	600,000	To be advertised 01/06. NTP scheduled 05/06. Completion 02/07.
S227	South Fulton Sewer Repair Need description	2,500,000	Public Meeting 04/06. To be Advertised 05/06. NTP to be issued 10/06. Completion 11/09/07.
S228	Shirley Drive Sewer Relocation (Design/Build) Need description	500,000	Public Meeting 01/06. To be Advertised 02/06. NTP to be issued 06/06. Completion 10/06.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

S108 (S277)	Deep Creek/Wolf Creek Basin I/I (Design/Build) A find & fix program to eliminate infiltration / inflow in the Deep Creek sewer basin in Southwest Fulton County. The designated sewer lines will be examined for defects and problems, and necessary repairs or other remediation performed.	1,500,000	Bid received 12/05 NTP to be issued 04/06. Completion 07/07.
S219	Brookfield Country Club Sewer Lining (Design/Build)	800,000	Public Meeting 01/06. To be Advertised 02/06. NTP to be issued 06/06. Completion 09/07.
S110	Marsh Creek Sewer Upgrade (Design/Build) Upgrade and increase capacity of 14,000 feet of sewer interceptor and trunk lines in the Marsh Creek Sewer Basin. Work involves replacement of 8-inch, 12-inch, and 18-inch pipe, with 10-inch, 12-inch, 22-inch, 24-inch, and 28-inch HDPE and DIP. Replacement or rehabilitation of up to 60 manholes may be required.	4,000,000	Public Meeting held. To be Advertised 01/06. NTP to be issued 06/06. Completion 03/07.
S112 (S243)	Johns Creek to Abbotts Bridge (Design/Build) Replace 4,350 feet of existing 16-inch and 18-inch sewer line with new 27-inch pipe, between Parsons Road and Abbotts Bridge Road in unincorporated Northeastern Fulton County.	1,942,000	Public Meeting 04/06. To be Advertised 04/06. NTP to be issued 10/06. Completion 05/07.
S111 (S220)	Frederick Drive Relief Sewer (Design/Build) Replace 1,950 feet of existing 12-inch and 15-inch sewers, along with 7	1,000,000	Public Meeting 03/06. To be Advertised 04/06. NTP to be issued 09/06.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

	manholes, from near the Southwestern end of Frederick Drive, to near the Northernmost bend of Wharton Circle, with 24-inch sewer. Continue West with 350 feet of new 30-inch sewer, connecting to City of Atlanta 60-inch sewer, and replacing one manhole at the connection point. Work will involve at least 1 crossing of railroad right-of-way; some boring & casing may be required.		Completion 04/07.
S113 (S253)	Foe Killer to Houze road Replace 5,400 feet of existing 15-inch and 18-inch sewer line with new 24-inch pipe, between Foe Killer Creek and Houze Road in North-Central Fulton County.	1,800,000	Public Meeting 04/06. To be Advertised 04/06. NTP to be issued 10/06. Completion 05/07.
S104	One reuse project in Sugar Mill, two reuse line projects and two reuse pump stations	6,800,000	Public Meeting and advertise in 2006. NTP to be issued in 2006 to 2007. Completion 2009.
W037	Elevated Storage Tank (Design/Build) Construction of two 2-MG elevated storage tanks.	4,730,000	Meetings w/communities held Site is being finalized. Schedule to be advertised 03/06. NTP to be issued 08/06 Completion 09/08
W039	Water line replacement in Alpharetta Replacement of existing cast iron pipe, PVC, small diameter pipe, valves, etc.	4,000,000	Public Meeting 01/06. To be Advertised 01/06. NTP to be issued 06/06. Completion 07/07.

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

S109	<p>Riverside Road Pumping Station Upgrade</p> <p>Design improvement of the pump station located in the City of Roswell at Riverside Drive and Indian Springs Drive between Roswell Road and GA-400. VFD's and pumps need to be replaced or refurbished, electrical improvements made, bar screens replaced, and the odor control system upgraded / improved.</p> <p>Construction after design complete</p>	10,500,000	<p>Public Meeting held. To be Advertised 12/19/05. NTP to be issued 06/06. Design completion 01/07.</p>
S	<p>Diversion of flow from Big Creek to Cobb County's Willeo Pump Station Approximately 2,800 linear feet of forcemain, diversion box and valve from Big Creek basin to Cobb's Willeo Creek Pump Station located at Willeo Road/Timberidge Road</p>	2,000,000	<p>Public Meeting 01/06. To be Advertised 02/06. NTP to be issued 07/06. Completion 08/07.</p>
S	Interim capacity at Big Creek		<p>Study on going Public Meeting 02/06. To be Advertised 03/06. NTP to be issued 07/06. Completion 01/08.</p>
S217	Survey and Inventory of Water Transmission and Wastewater Collection System	7,957,783	On-going Scheduled to complete 03/08.
S	Azalea Pump Station Feasibility Study		On-going
S101	Wolf Creek I/I	2,855,559	On-going Schedule to complete 03/06
S103 (S262)	Morning Creek I/I, Phase II	4,683,034	On-going Schedule to complete 12/06

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

S	Johns Creek Environmental Campus	To Be Determined	To be determined
---	----------------------------------	------------------	------------------

Other projects listed in the below Business Plan and not listed in the above.

Phase II Water CIP Projects						
Project Number	Project Name	Total Estimated Cost	Project Year			
			2006	2007	2008	2009
	Booster Pump Station Projects					
W240	Booster Pump Station Upgrade	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
	Subtotal Booster Pump Station Projects	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
	General Water System Projects					
H065	Water Stand-by Projects	\$ 4,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
W017	Miscellaneous Unit Price Water Lines	\$ 3,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
	Subtotal General Water System Projects	\$ 7,500,000	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
	Water Allocation					
W208	Land Acquisition	\$ 3,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
W209	DOT Reimbursement	\$ 4,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
	Subtotal Water Allocation	\$ 7,500,000	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
	Water Mains Projects					
W206	South Fulton Water Distribution System Purchase	\$ 50,000,000	\$ -	\$ 50,000,000	\$ -	\$ -
W216	McGinnis Ferry Rd Water Main	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ -
W222	Mountain Park Road	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000
W223	Hwy 9 (Alpharetta Hwy) Water Main	\$ 1,250,000	\$ -	\$ -	\$ 250,000	\$ 1,000,000
W224	Holcomb Bridge Rd Water Main (I)	\$ 500,000	\$ -	\$ -	\$ 250,000	\$ 250,000
W225	Holcomb Bridge Rd Water Main (II)	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -
W226	Holcomb Bridge Water Main (III)	\$ 2,500,000	\$ -	\$ -	\$ 1,000,000	\$ 1,500,000
W227	Webb Bridge Rd	\$ 3,500,000	\$ -	\$ -	\$ 2,000,000	\$ 1,500,000
W234	Woodstock Rd Water Main	\$ 3,200,000	\$ -	\$ -	\$ 3,200,000	\$ -
W237	Waters Rd Water Main	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -
	Water Mains Projects	\$ 65,700,000	\$ -	\$ 52,500,000	\$ 7,450,000	\$ 5,750,000
	Water Storage Projects					
W207	South Fulton Tankage Improvements	\$ 4,000,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

W239	McGinnis Ferry Road	\$ 1,250,000	\$ -	\$ -	\$ 1,000,000	\$ 250,000
	Subtotal Water Storage Projects	\$ 5,250,000	\$ -	\$ -	\$ 3,000,000	\$ 2,250,000
	Program & Construction Management Services	\$ 2,457,200	\$ 315,000	\$ 679,500	\$ 713,500	\$ 749,200
TOTAL PHASE II WATER CIP PROJECTS		\$ 89,407,200	\$ 315,000	\$ 58,179,500	\$ 16,163,500	\$ 14,749,200

Phase II Wastewater CIP Projects						
Project Number	Project Name	Total Estimated Cost	Project Year			
			2006	2007	2008	2009
	General Wastewater System Projects					
I067	Sewer Standby Projects	\$ 6,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
S079	Miscellaneous Sewer Line Unit Price Contracts	\$ 3,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
S211	Re-Use Water Distribution System	\$ 19,000,000	\$ 1,000,000	\$ 4,000,000	\$ 9,000,000	\$ 5,000,000
S271	Wastewater Control System Improvements	\$ 6,000,000	\$ -	\$ 3,000,000	\$ 3,000,000	\$ -
	Subtotal General Wastewater System Projects	\$ 34,000,000	\$ 1,000,000	\$ 10,000,000	\$ 15,000,000	\$ 8,000,000
	Infiltration and Inflow Projects					
S266	Chattahoochee Trunk Sewer (I&I)	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -
S267	Line BC46-12 (I/I)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
S276	Willeo Creek Basin	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -
S277	Deep Creek Basin (I&I)	\$ 2,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -
S279	Johns Creek Basin (I&I)	\$ 4,460,000	\$ -	\$ 1,460,000	\$ 1,000,000	\$ 2,000,000
S280	Big Creek Trunk Basin	\$ 4,460,000	\$ -	\$ 1,000,000	\$ 1,460,000	\$ 2,000,000
	Subtotal Infiltration and Inflow Projects	\$ 13,920,000	\$ -	\$ 3,460,000	\$ 5,460,000	\$ 5,000,000
	Pumping Station Projects					
S207	Camp Creek / Utoy Creek Diversion	\$ 9,500,000	\$ -	\$ 7,000,000	\$ 2,500,000	\$ -
S268	Hobgood Road Pump Station and Sewerage Station	\$ 2,900,000	\$ 2,900,000	\$ -	\$ -	\$ -
S282	South Fulton Pump Station Capacity Project	\$ 20,021,402	\$ -	\$ 5,000,000	\$ 5,021,402	\$ 10,000,000
	Subtotal Pumping Station Projects	\$ 32,421,402	\$ 2,900,000	\$ 12,000,000	\$ 7,521,402	\$ 10,000,000
	Relief Sewer Projects					
S219	Tulane Drive Sewer Replacement	\$ 1,000,000	\$ -	\$ -	\$ 300,000	\$ 700,000
S221	County Line Road Outfall Sewer Replacement	\$ 2,200,000	\$ -	\$ 1,100,000	\$ 1,100,000	\$ -
S223	Bucknell Drive Sewer	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -
S225	Westgate Parkway Sewer No. 1	\$ 600,000	\$ -	\$ 300,000	\$ -	\$ 300,000
S226	Westgate Parkway Sewer No. 2	\$ 1,234,500	\$ -	\$ 617,500	\$ 617,000	\$ -

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

S227	Lower Camp Creek Trunk Relief Sewer	\$ 9,095,000	\$ -	\$ -	\$ 3,095,000	\$ 6,000,000
S228	Camp Creek Trunk 60"	\$ 2,400,000	\$ -	\$ -	\$ 960,000	\$ 1,440,000
S230	North Fork Camp Creek Trunk	\$ 1,170,000	\$ -	\$ 585,000	\$ 585,000	\$ -
S233	Deep Creek Pump Station Outfall	\$ 800,000	\$ -	\$ -	\$ 800,000	\$ -
S234	Deep Creek Roosevelt Highway Trunk	\$ 4,200,000	\$ -	\$ -	\$ 1,680,000	\$ 2,520,000
S235	Line Creek White Mill Road Trunk	\$ 1,900,000	\$ -	\$ 950,000	\$ 950,000	\$ -
S236	Line Creek Malone Circle Trunk	\$ 1,850,000	\$ -	\$ 925,000	\$ 925,000	\$ -
S237	Cleckler Road Sewer	\$ 2,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -
S239	Chatahoochee II to Rivermont Trunk	\$ 6,552,000	\$ -	\$ 2,620,800	\$ 1,310,400	\$ 2,620,800
S240	Chattahoochee II to Autry Mill Creek Trunk	\$ 3,422,000	\$ -	\$ 2,422,000	\$ 1,000,000	\$ -
S241	Johns Creek to Old Alabama Trunk	\$ 1,630,000	\$ -	\$ 815,000	\$ 815,000	\$ -
S242	Johns Creek to Parsons Road Sewer	\$ 1,100,000	\$ -	\$ -	\$ 400,000	\$ 700,000
S247	Big Creek Parallel to Grimes Bridge Road Trunk	\$ 3,000,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -
S248	Big Creek Parallel to Holcomb Bridge Trunk	\$ 5,800,000	\$ 1,160,000	\$ 2,320,000	\$ 2,320,000	\$ -
S249	Big Creek Parallel to Foe Killer Trunk	\$ 3,500,000	\$ -	\$ 1,400,000	\$ 2,100,000	\$ -
S250	Kings Mill Court Sewer	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
S251	Foe Killer Creek to Alpharetta Highway Trunk	\$ 4,800,000	\$ -	\$ -	\$ 2,880,000	\$ 1,920,000
S252	Foe Killer Creek to North Hembree Sewer	\$ 1,800,000	\$ -	\$ -	\$ 900,000	\$ 900,000
S254	Alpharetta Outfall No.3	\$ 655,000	\$ -	\$ 327,500	\$ 327,500	\$ -
S256	Camp Creek at Windward Parkway Sewer	\$ 104,000	\$ -	\$ 52,000	\$ 52,000	\$ -
S257	Willeo Creek to Pine Grove Sewer	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
	Subtotal Relief Sewer Projects	\$ 62,412,500	\$ 2,660,000	\$ 16,934,800	\$ 24,616,900	\$ 18,200,800
	Wastewater Allocation					
S218	Land Acquisition	\$ 4,000,000	\$ -	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000
	Subtotal Wastewater Allocation	\$ 4,000,000	\$ -	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000
	Water Reclamation Facilities Projects					
S204	Big Creek Expansion	\$ 77,700,000	\$ 100,000	\$ 600,000	\$ 37,000,000	\$ 40,000,000
S213	Utoy AWT Capacity	\$ 17,000,000	\$ 3,400,000	\$ 6,800,000	\$ 6,800,000	\$ -
S214	R.M. Clayton AWT Capacity	\$ 30,000,000	\$ 6,000,000	\$ 12,000,000	\$ 12,000,000	\$ -
S272	Little River Expansion	\$ 9,000,000	\$ -	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
S274	Demo of old John's Creek Plant	\$ 6,000,000	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000
	Subtotal Water Reclamation Facilities Projects	\$ 139,700,000	\$ 9,500,000	\$ 22,400,000	\$ 61,800,000	\$ 46,000,000
	Program & Construction Management Services	\$ 13,812,600	\$ 1,768,500	\$ 3,820,500	\$ 4,011,500	\$ 4,212,100
	TOTAL PHASE II WASTEWATER CIP PROJECTS	\$ 300,266,502	\$ 17,828,500	\$ 70,615,300	\$ 119,409,802	\$ 92,412,900

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

TOTAL PHASE II WATER & WASTEWATER CIP PROJECTS	<u>\$ 389,673,702</u>	<u>\$18,143,500</u>	<u>\$128,794,800</u>	<u>\$135,573,302</u>	<u>\$107,162,100</u>
---	------------------------------	----------------------------	-----------------------------	-----------------------------	-----------------------------

TOTAL PHASE I AND II WATER AND WASTEWATER CIP	<u>\$ 647,744,300</u>
--	------------------------------

Phase I Water CIP Projects					
Project Number	Project Name	Total Estimated Cost			
			2004	2005	2006
	Booster Pump Station Projects				
W231	Mansell Road	\$ 2,500,000	\$ 1,000,000	\$ 1,500,000	\$ -
W232	Webb Bridge Road	2,500,000	2,500,000	-	-
W233	Freemanville Road	2,500,000	2,500,000	-	-
WXX1	Rogers Bridge Booster Pump - Gwinnett Connection	<u>1,500,000</u>	<u>1,500,000</u>	-	-
	Subtotal Booster Pump Station Projects	\$ 9,000,000	\$ 7,500,000	\$ 1,500,000	\$ -
	General Water System Projects				
H065	Water Stand-by Projects	\$ 4,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
W017	Miscellaneous Unit Price Water Lines	3,000,000	1,000,000	1,000,000	1,000,000
W026	North Fulton Maintenance and Operations Center	<u>11,000,000</u>	<u>5,000,000</u>	<u>4,000,000</u>	<u>2,000,000</u>
	Subtotal General Water System Projects	\$ 18,500,000	\$ 7,500,000	\$ 6,500,000	\$ 4,500,000

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

Water Allocation					
W208	Land Acquisition	\$ 4,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000
W209	Water Main Relocations - Georgia DOT Reimbursement	<u>6,000,000</u>	<u>3,000,000</u>	<u>1,500,000</u>	<u>1,500,000</u>
	Subtotal Water Allocation	\$ 10,000,000	\$ 5,000,000	\$ 2,500,000	\$ 2,500,000
Water Mains Projects					
W235	Riverside Rd Water Main	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -
WXX2	Engineering / Financial Evaluation of S. Fulton Water Dist. Purchase	<u>250,000</u>	<u>250,000</u>	<u>-</u>	<u>-</u>
	Subtotal Water Mains Projects	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -
Water Storage Projects					
W230	King Road	<u>\$ 4,700,000</u>	<u>\$ 2,450,000</u>	<u>\$ 2,250,000</u>	<u>\$ -</u>
	Subtotal Water Storage Projects	\$ 4,700,000	\$ 2,450,000	\$ 2,250,000	\$ -
Water Treatment Facilities					
W204	AFCWTP Phase 3.0	\$ 20,000,000	\$ 1,000,000	\$ -	\$ 19,000,000
	Subtotal Water Treatment Facilities	\$ 20,000,000	\$ 1,000,000	\$ -	\$ 19,000,000
Program & Construction Management Services					
		<u>\$ 3,731,775</u>	<u>\$ 2,388,890</u>	<u>\$ 762,744</u>	<u>\$ 580,141</u>
TOTAL PHASE I WATER CIP PROJECTS		\$ 68,181,775	\$ 28,088,890	\$ 13,512,744	\$ 26,580,141

Phase I Wastewater CIP Projects

Project Number	Project Name	Total Estimated Cost			
			2004	2005	2006
	General Wastewater System Projects				
I067	Sewer Standby Projects	\$ 6,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
S079	Miscellaneous Sewer Line Unit Price Contracts	3,000,000	1,000,000	1,000,000	1,000,000
S211	Re-Use Water Distribution System	1,000,000	1,000,000	-	-
S261	Wastewater System Model and				

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

	Comprehensive Master Plan	2,500,000	2,500,000	-	-
SXX1	CMMS Development/Acquisition and Implementation	1,500,000	1,500,000	-	-
SXX2	CIS/Billing Development/Acquisition and Implementation	2,500,000	2,500,000	-	-
	Subtotal General Wastewater System Projects	\$16,500,000	\$10,500,000	\$3,000,000	\$3,000,000
	Infiltration and Inflow Projects				
S262	Morning Creek Basin (I&I)	\$4,400,000	\$2,000,000	\$1,000,000	\$1,400,000
S277	Deep Creek Basin (I&I)	<u>1,000,000</u>	-	<u>1,000,000</u>	-
	Subtotal Infiltration and Inflow Projects	\$5,400,000	\$2,000,000	\$2,000,000	\$1,400,000
	Pumping Station Projects				
S275	Riverside Drive Pump Station	<u>\$10,000,000</u>	<u>\$5,000,000</u>	<u>\$5,000,000</u>	<u>\$-</u>
	Subtotal Pumping Station Projects	\$10,000,000	\$5,000,000	\$5,000,000	\$-
	Relief Sewer Projects				
S069B	Marsh Creek Relief Sewer Upgrade	\$3,500,000	\$1,750,000	\$1,750,000	\$-
S220	Fredrick Drive Relief Sewer	500,000	500,000	-	-
S243	Johns Creek to Abbotts Bridge Sewer	1,442,000	412,000	412,000	618,000
S253	Foe Killer to Houze Road Sewer	1,300,000	500,000	800,000	-
SXX3	Lake Windward Sewer Line Relocation	<u>4,000,000</u>	<u>4,000,000</u>	-	-
	Subtotal Relief Sewer Projects	\$10,742,000	\$7,162,000	\$2,962,000	\$618,000
	Wastewater Allocation				
S218	Land Acquisition	<u>\$8,000,000</u>	<u>\$4,000,000</u>	<u>\$2,000,000</u>	<u>\$2,000,000</u>
	Subtotal Wastewater Allocation	\$8,000,000	\$4,000,000	\$2,000,000	\$2,000,000
	Water Reclamation Facilities Projects				
S098	Johns Creek WRF Expansion	\$93,000,000	\$31,000,000	\$41,500,000	\$20,500,000
S204	Big Creek Expansion - Solids Handling and UV Disinfection	23,000,000	-	12,000,000	11,000,000
S273	Big Creek Primary Clarifier				

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

		<u>12,000,000</u>		<u>6,000,000</u>	<u>6,000,000</u>
	Subtotal Water Reclamation Facilities Projects	\$ 128,000,000	\$ 31,000,000	\$ 59,500,000	\$ 37,500,000
	Program & Construction Management Services	\$ 11,246,823	\$ 4,114,819	\$ 3,651,099	\$ 3,480,905
	TOTAL PHASE I WASTEWATER CIP PROJECTS	\$ 189,888,823	\$ 63,776,819	\$ 78,113,099	\$ 47,998,905
	TOTAL PHASE I WATER & WASTEWATER CIP PROJECTS	\$ 258,070,598	\$ 91,865,709	\$ 91,625,843	\$ 74,579,046

**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES
FOR PUBLIC WORKS
WATER SERVICES DIVISION**

REQUEST FOR PROPOSALS

This page is intentionally left blank